



**COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT**

9150 EAST IMPERIAL HIGHWAY, DOWNEY, CALIFORNIA 90242  
(562) 940-2513



**ROBERT B. TAYLOR**  
Chief Probation Officer

February 22, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF CONTRACTS WITH ACCOMMODATING IDEAS, INC.  
AND CREWS & COMPANY INTERPRETING TO PROVIDE AS-NEEDED SIGN  
LANGUAGE INTERPRETER SERVICES FOR  
THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

**(ALL SUPERVISORIAL DISTRICTS, 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman to sign the attached contracts with Accommodating Ideas, Inc. (Attachment I), and Crews & Company Interpreting (Attachment II) to provide as-needed sign language interpreter services for the Probation Department in an estimated combined annual amount of \$326,000 for a 12-month period effective June 1, 2007 through May 31, 2008, with an option to renew for four additional 12-month periods. Funding for these contracts is included in the FY 2006-07 Adopted Budget.
2. Delegate authority to the Chief Probation Officer to execute modifications to the contracts to extend the term for up to four additional 12-month periods, upon approval by County Counsel.
3. Delegate to the Chief Probation Officer the authority to execute modifications to the contracts not exceeding 10% of the hourly rate and/or 180 days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel.

The Honorable Board of Supervisors  
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**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of the recommended actions is to obtain Board approval of contracts with Accommodating Ideas, Inc. (Attachment I), and Crews & Company Interpreting (Attachment II) for as-needed sign language interpreter services for the Probation Department. The proposed contracts are for a 12-month period to commence June 1, 2007. Due to the large geographical area which must be served, Probation is recommending awarding contracts to two providers to ensure that the Department's needs are met. Additionally, due to the fluctuating needs of the Department, services beyond the estimated amount may be used only with available funding.

The proposed contracts are for services required by Probation to comply with the Americans with Disabilities Act (ADA) by providing minors who are deaf or hearing impaired with services to ensure effective communication. The proposed contracts also include sign language services for adult probationers or parents/guardians of minors on probation that are deaf or hearing impaired.

These services will be made available at Probation juvenile halls, camps, area field offices and at probationers' homes to ensure effective communication between the probationer and Probation Department.

**Implementation of Strategic Plan Goals**

The recommended Board action is consistent the Countywide Strategic Plan, Goal #1, Service Excellence, Goal #3, Organizational Effectiveness, and Goal #5, Children and Families' Well-Being. Implementation of the recommendations will continue the provision of vital services for juveniles and adults through effective communication.

**FISCAL IMPACT/FINANCING:**

The proposed contracts are for an estimated amount of \$163,000 each, for a total of \$326,000. Costs beyond the estimated amounts will only be incurred with available funding. Adequate funds are provided in the FY 2006/2007 Probation Department's Budget to finance the cost of the proposed contracts. Provisions for non-appropriation of funds, budget reductions, and no guaranteed minimum usage are included in the proposed contracts.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Each contract's scope of work includes the provision of as-needed sign language interpreter services to speaking and hearing impaired minors and adults on a non-emergency and emergency basis. Probation has current contracts with the two recommended service providers that expire in August 2007.

The contracts contain all of the required provisions including hiring of participants in the GAIN/GROW program, contractor non-responsibility and debarment, and jury service. The proposed contractors have been instructed to register on WebVen.

These are Non-Prop A contracts. Consequently, there are no departmental employee relations issues and they will not result in a reduction of County services. Further, approval of these contracts will not replace County employees.

The Department has evaluated the contracts and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to either contract.

Probation will not request the contractors to perform services that exceed the Board approved contract amount, scope of work, and contract dates.

County Counsel has approved the contract as to form.



**CONTRACTING PROCESS:**

To solicit for the services, a comprehensive Request for Proposals (RFP) process was conducted. Through the solicitation and competitive negotiation process, approximately 19 letters were sent to service providers. Advertisements were placed in the Los Angeles Times, Compton Bulletin and Lynwood Journal.

The solicitation information along with the RFP was also made available through the Internet on the County of Los Angeles Internal Services Department Web Site. As a result three potential providers requested copies of the RFP, three registered for the mandatory proposer's conference, and four attended the conference. Two proposals were received on Friday, August 25, 2006.

A committee was formed to evaluate proposals submitted in response to the RFP. The evaluation committee, consisting of Probation staff reviewed a total of two proposals. The proposals were evaluated using an initial screening "pass/fail" process, which was consistent with the Selection Process, and Evaluation Criteria set forth in the RFP.

Accommodating Ideas, Inc. and Crews & Company Interpreting submitted proposals and are being recommended for contract award. The proposals submitted by these two firms were responsive and deemed beneficial to the County based on their planned level of service and capability. Further, two providers are being recommended for contract award to ensure that the Department's needs at the various Probation locations are met.

**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

Approval of the proposed contracts will allow Probation to continue providing services to hearing impaired adults as well as to minors in compliance with the ADA.



The Honorable Board of Supervisors  
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It is requested that the Executive Officer, Board of Supervisors, forward a copy of the respective executed contract to:

Crews & Company Interpreting  
P.O. Box 1491  
Norwalk, California 90651-1491  
Attention: Fredore Crews, President

Accommodating Ideas, Inc.  
13701 Riverside Dr. Ste. #509  
Sherman Oaks, CA 91423  
Attention: Darlene Geyer, President

And a copy of both executed contracts to:

Probation Department  
9150 E. Imperial Hwy, Rm. A66  
Downey, CA 90242  
Attention: Yolanda Young, Director  
Contracts & Grants Mgmt. Division

Respectfully submitted,



Robert B. Taylor  
Chief Probation Officer

Attachments (2)

c: Chief Administrative Officer  
County Counsel

RBT:yy

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**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**ACCOMMODATING IDEAS INC.**

**TO**

**PROVIDE AS-NEEDED SIGN LANGUAGE INTERPRETER  
SERVICES FOR THE COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
ACCOMMODATING IDEAS INC.**

**TO PROVIDE SIGN LANGUAGE INTERPRETER SERVICES FOR THE  
COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

This Contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the COUNTY of Los Angeles, hereinafter referred to as COUNTY and ACCOMMODATING IDEAS INC., hereinafter referred to as CONTRACTOR. Accommodating Ideas Inc., 3807 W. Sierra Hwy, # 6 PMB 4535, Acton, California 90651.

**RECITALS**

WHEREAS, the CONTRACTOR is qualified to provide sign language interpretation Services; and

WHEREAS, the COUNTY has a need for such expert services; and

WHEREAS, this Contract is authorized under Los Angeles COUNTY Code Section 26227 and 31000; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A – Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule

- 1.3 EXHIBIT C - CONTRACTOR'S EEO Certification
- 1.4 EXHIBIT D - COUNTY'S Administration
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- 1.16 EXHIBIT P CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement
- 1.17 EXHIBIT Q Confidentiality of CORI Information
- 1.18 EXHIBIT R Contract Discrepancy Report

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

## 2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.
- 2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Director:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award

- 2.4 COUNTY Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.
- 2.5 COUNTY Contract Manager:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY'S Program Manager.
- 2.6 COUNTY Program Manager:** Person designated by COUNTY to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2** If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract shall be for a twelve (12) month period commencing June 1, 2007 through May 31, 2008, unless sooner terminated or extended, in whole or in part, as provided in this Contract. It may be extended by the Chief Probation Officer and the authorized official of CONTRACTOR(s) by mutual agreement for four (4) additional 12-month periods pursuant to Section 8.4 Changes Notices and Amendments.
- 4.2** Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension.



Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.

- 4.3 CONTRACTOR shall notify the Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to Probation.

## **5.0 CONTRACT SUM**

- 5.1 The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes is estimated at \$163,000 consistent with fees listed on Exhibit B, Pricing Schedule. If total annual fees exceed \$163,000, payment shall continue to be made at the agreed upon rates. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.
- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.
- 5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to Probation Department at the address herein provided in *Exhibit D - COUNTY's Administration*.
- 5.4 No Payment for Services Provided Following Expiration/ Termination of Contract**

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY.

Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

## **5.5 Invoices and Payments**

5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR'S payments shall be as provided in *Exhibit B - Pricing Schedule*, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.

5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.5.3 The CONTRACTOR'S invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted one (1) copy to the following address:

**Larry Rubin, Program Manager  
County of Los Angeles Probation Department  
9150 E. Imperial Hwy  
Downey, CA 90242**

5.5.6 **COUNTY Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval.

Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.

## **5.6 Cancellations and Notice**

All assignments may be cancelled without penalty to COUNTY if cancellation notice is made prior to 24-hours of the scheduled assignment. Cancellations with less than 24-hours notice prior to scheduled assignment may be subject to a minimum cancellation fee at the hourly rates listed in Exhibit B, for a maximum fee of four (4) hours.

## **5.7 Cost of Living Adjustments (COLAs)**

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange COUNTY Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Administrative Office as of each July 1st for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost of living adjustments will be granted.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all COUNTY Administration referenced in the following Sub-paragraphs is designated in *Exhibit D - COUNTY'S Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

## **6.1 COUNTY'S Contract Manager**

Responsibilities of the COUNTY'S Contract Manager include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and

- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

## **6.2 COUNTY'S Program Manager**

The responsibilities of the COUNTY'S Program Manager include:

- Managing operations under this contract: and
- Meeting with CONTRACTOR'S Project Manager on a regular basis; and

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

## **6.3 COUNTY'S Contract Monitor**

The COUNTY'S Project Monitor is responsible for overseeing the day-to-day administration of this Contract. Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR. The Project Monitor reports to the COUNTY'S Program Manager.

# **7.0 ADMINISTRATION OF CONTRACT- CONTRACTOR**

## **7.1 CONTRACTOR'S Project Director**

7.1.1 CONTRACTOR'S Project Director is designated in *Exhibit E - CONTRACTOR'S Administration*. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR'S Project Director.

7.1.2 CONTRACTOR'S Project Director shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S Program Manager and Project Monitor on a regular basis.

## **7.2 Approval of CONTRACTOR'S Staff**

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR'S staff performing work hereunder and any proposed changes in CONTRACTOR'S staff, including, but not limited to, CONTRACTOR'S Project Director.



### **7.3 CONTRACTOR'S Staff Identification**

- 7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY'S approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 7.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.
- 7.3.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR'S staff's COUNTY photo identification badge at the time of removal from working on the Contract.

### **7.4 Background and Security Investigations**

CONTRACTOR shall be responsible for ongoing implementation and monitoring of sub-sections 7.4.1 through 7.4.6. On at least a quarterly basis, CONTRACTOR shall report in writing, monitoring results to Probation, indicating employee compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

- 7.4.1 No personnel employed by the CONTRACTOR for this service, having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved (in writing) by the Probation Department.
- 7.4.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on this contract under appropriate circumstances.

- 7.4.3 COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.
- 7.4.4 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or pending criminal trial, to the Probation Department at its facility(ies).
- 7.4.5 The CONTRACTOR shall submit names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct background investigation of CONTRACTOR'S employees at any time.
- 7.4.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employees the COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

## **7.5 Confidentiality**

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

- 7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this contract. The CONTRACTOR shall cause each employee performing services covered by this contract to sign and adhere to the *"CONTRACTOR Employee Acknowledgment, and Confidentiality Agreement", Exhibit O*. The CONTRACTOR shall cause each non-employee performing services covered by this contract to sign and adhere to the *"CONTRACTOR Non-Employee Acknowledgment and Confidentiality, Agreement," Exhibit P*.

#### **7.5.2 Confidentiality of Adult and Juvenile Records**

By State law (California Welfare and Institutions Code 827 and 828 and Penal Code 1203.05, 1203.10 and 11140 through 11144), all adult and juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way relayed to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

7.5.2.1 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (*Exhibit Q, "Confidentiality of CORI Information"*), regarding confidentiality of the information in adult and juvenile records. CONTRACTOR shall retain original CORI form and forward copy to Contract Manager within five (5) business days.

### **8.0 STANDARD TERMS AND CONDITIONS**

#### **8.1 ASSIGNMENT AND DELEGATION**

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

- 8.1.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

## **8.2 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

## **8.3 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **8.4 CHANGE NOTICES AND AMENDMENTS**

The COUNTY reserves the right to change any portion of the work required under this contract, or amend such other items and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:



- 8.4.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice/Modification shall be prepared and signed by COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.
- 8.4.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included under this Contract, a negotiated modification to this contract shall be executed by the Los Angeles COUNTY Board of Supervisors and CONTRACTOR.
- 8.4.3 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.

## **8.5 COMPLAINTS**

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.3 If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.

- 8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the COUNTY'S Project Manager within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractor's of any such laws, rules, regulations, ordinances, or directives.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with *Exhibit C - CONTRACTOR'S EEO Certification*.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("*Jury Service Program*") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit G* and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR'S violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.



8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

8.11.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible CONTRACTOR**

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.

### **8.12.2 Chapter 2.202 of the County Code**

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

### **8.12.3 Non-responsible CONTRACTOR**

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

#### **8.12.4 CONTRACTOR Hearing Board**

1. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
2. The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.
4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

#### **8.12.5 Subcontractors of CONTRACTOR**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.



#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
- 8.14.2 As required by the COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FACSIMILE REPRESENTATIONS**

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

## **8.20 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

## **8.21 INDEPENDENT CONTRACTOR STATUS**

8.21.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.21.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY.

The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

- 8.21.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit O. The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "CONTRACTOR Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit P.

## **8.22 INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

## **8.23 GENERAL INSURANCE REQUIREMENTS**

Without limiting the CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR'S own expense.

- 8.23.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

**Juanita Guerrero, Contract Analyst  
Los Angeles County Probation Department  
Contracts and Grants Management Division  
9150 E. Imperial Hwy, B-62  
Downey, CA 90242**



prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage's required in this Contract;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.23.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

**8.23.3 Failure to Maintain Coverage:** Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.



**8.23.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

**8.23.5 Compensation for COUNTY Costs:** In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the County.

**8.23.6 Insurance Coverage Requirements for Subcontractors:**

The CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **8.24 INSURANCE COVERAGE REQUIREMENTS**

**8.24.1 General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.24.2 Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**8.24.3 Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

**8.24.4 Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

## 8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Department Head, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by the CONTRACTOR over a certain time span, the Department Head will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head may:

(a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit M*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.



8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

## **8.26 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

## **8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.27.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit C - CONTRACTOR'S EEO Certification*.

8.27.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the COUNTY.
- 8.27.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.27.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.28 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict the Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.



#### **8.29 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.30 NOTICE OF DISPUTES**

The CONTRACTOR shall bring to the attention of the COUNTY Contract Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Contract Manager is not able to resolve the dispute, the Chief Probation Officer or designee shall resolve it.

#### **8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### **8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the *Safely Surrendered Baby Law*, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit H* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **8.33 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits D - COUNTY's Administration and E - CONTRACTOR'S Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

The Chief Probation Officer or his designee shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

#### **8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.35 PUBLIC RECORDS ACT**

8.35.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **8.36 PUBLICITY**

8.36.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law.

However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY'S Project Director. The COUNTY shall not unreasonably withhold written consent.

8.36.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

## **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR



or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

#### **8.38 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.39 SUBCONTRACTING**

8.39.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.



- 8.39.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:
- A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the COUNTY.
- 8.39.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.
- 8.39.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
- 8.39.5 The COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 8.39.6 The COUNTY'S Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees.
- 8.39.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
- 8.39.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

**Juanita Guerrero, Contract Analyst  
Los Angeles County Probation Department  
Contracts and Grants Management Division  
9150 E. Imperial Hwy, B-62  
Downey, CA 90242**

before any subcontractor employee may perform any work hereunder.

**8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

**8.41 TERMINATION FOR CONVENIENCE**

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

#### **8.42 TERMINATION FOR DEFAULT**

- 8.42.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Contract Manager:

- CONTRACTOR has materially breached this Contract; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 8.42.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.42.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to:



acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.43 TERMINATION FOR IMPROPER CONSIDERATION**

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.



8.43.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.44 TERMINATION FOR INSOLVENCY**

8.44.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the COUNTY provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY'S Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the COUNTY'S future fiscal years unless and until the COUNTY'S Board of Supervisors appropriates funds for this Contract in the COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.48 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.49 WARRANTY AGAINST CONTINGENT FEES**

8.49.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.49.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 THIS SECTION INTENTIONALLY OMITTED**

### **9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)**

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit K* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit K, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

### **9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

9.3.1 This Contract is subject to the provisions of the COUNTY'S ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3.3 The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:



1. Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if the CONTRACTOR is no longer eligible for certification as a result in a change of their status and the CONTRACTOR failed to notify the State and the COUNTY'S Office of Affirmative Action Compliance of this information.

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**IN WITNESS WHEREOF**, CONTRACTOR has executed this Contract, or caused it to be duly executed and the COUNTY of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

ACCOMMODATING IDEAS INC. INTERPRETING


By Darlene Geyer  
Signature

Darlene Geyer  
Print Name

President  
Print Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Gordon W. Trask  
Principal Deputy County Counsel

## **EXHIBIT A**

### **STATEMENT OF WORK**

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## EXHIBIT A

### STATEMENT OF WORK (SOW)

#### 1.0 SCOPE OF WORK

##### 1.1 Scope of Work

- 1.1.1 CONTRACTOR shall provide qualified sign language interpreter services in American Sign Language (ASL) for deaf or hearing-impaired minors and adults in Probation facilities (camps, juvenile halls, and field area offices), and at probationers' homes on an as-needed basis. Probationers' homes are located throughout the County of Los Angeles. Current Probation facilities are listed in *Exhibit N*. Additional facilities may be added during the term of this contract.

Qualified sign language interpreters are those interpreters who are able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary. This includes but is not limited to, interpreters who hold the following certificates:

- 1.1.1.1 Certificate of Interpretation (CI) and Certificate of Transliteration (CT) from the Registry of Interpreters for the Deaf (RID), or
- 1.1.1.2 Certified at Level 3 or above by the National Association of the Deaf (NAD).

- 1.1.2 CONTRACTOR may use qualified sign language interpreters who do not hold the above certifications but can demonstrate experience in interpreting effectively, accurately, and impartially for a minimum of five (5) years, subject to the approval of the Probation Department.

- 1.1.3 CONTRACTOR may be requested to provide qualified sign language interpreters with a NAD Level 5 Certification or one of the following RID Certificates: Specialist Certificate: Legal (SC:L), provisional SC:L, or Conditional Legal Interpreting Permit- Relay (CLIP-R), to interpret during (1) intake, (2) decisions to detain, (3) interviews that are the basis of reports and recommendations for disposition, (4) Disciplinary Hearings, (5) and other matters with legal content.

- 1.1.4 CONTRACTOR shall be expected to provide services during any activity conducted by Probation staff that involves interaction with the minors including, but not limited to:

- 1.1.4.1 Explanation of rules, regulations and expectations of the facility;
- 1.1.4.2 Instruction issued to individuals and/or a group regarding movements, activities or behavior;



- 1.1.4.3 Counseling sessions (confidential individual and/or family meetings, which may involve discussion of the minors' legal issues);
  - 1.1.4.4 Medical, psychiatric or other health appointments
  - 1.1.4.5 Religious services;
  - 1.1.4.6 Any other area of facility experience (drills, searches, etc.) which will require the minor(s) to understand direction, correction or instruction, and require the minor(s) to respond to same;
  - 1.1.4.7 Riding in transit with minors to court and/or other required appointments;
  - 1.1.4.8 Home visits.
- 1.1.5 CONTRACTOR shall be expected to provide services during any activity conducted by Probation staff that involves interaction with deaf or hearing-impaired adult probationers including, but not limited to, investigation and supervision purposes at Probation Field Office locations and home visits.
- 1.1.6 CONTRACTOR shall be available to report to various locations throughout the COUNTY of Los Angeles including Juvenile Halls, Camps, Area Offices, and at Probationers' homes throughout the County of Los Angeles; and be available on a twenty-four hours per day basis, 7 days a week at the Juvenile Halls, Camps, and Field Area Offices. (*Refer to Exhibit N*)
- 1.1.7 CONTRACTOR may be required to provide twenty-four (24) hours of service on any given day.
- 1.1.8 CONTRACTOR shall be available to provide emergency services as needed as set forth in Section 2.3.
- 1.1.9 Some assignments may require the services of two or more interpreters for one assignment. CONTRACTOR shall bill for only one interpreter in instances where more than one interpreter is required for one assignment.
- 1.1.10 CONTRACTOR shall ensure that all interpreters providing services for the Probation Department comply with and meet the background requirements deemed necessary by the Probation Department (*Refer to Contract, Section 7.4*).

## **2.0 SPECIFIC TASKS**

- 2.1 CONTRACTOR shall provide COUNTY with a procedural guide that thoroughly describes the steps for COUNTY to make a service request. Any changes to procedure will be made in writing to COUNTY.
- 2.2 CONTRACTOR shall provide the As-Needed Sign Language Interpreter services in ASL to COUNTY in accordance with the specifications, terms, and conditions set forth in Section 1.1 above, Scope of Work.

- 2.3 CONTRACTOR shall provide Sign Language Interpreter services at Juvenile Halls, Camps, and Field Area Offices, and Probationers' homes upon request of the Probation Department on weekdays, weeknights, weekend days, and weekend nights, including holidays:
- 2.3.1 Weekdays shall be defined as:
- Monday through Friday 6:00 a.m. to 8:30 p.m., daily
- 2.3.2 Weeknights shall be defined as:
- Monday through Friday 8:31 p.m. to 5:59 a.m., daily
- 2.3.3 Weekend days shall be defined as:
- Saturday and Sunday 6:00 a.m. to 8:30 p.m., daily
- 2.3.4 Weekend nights shall be defined as:
- Saturday and Sunday 8:31 p.m. to 5:59 a.m., daily
- 2.3.5 Holidays shall be defined as COUNTY recognized holidays as set forth in Statement of Work, Section 8.
- 2.4 CONTRACTOR, upon request, shall provide emergency services, within two (2) hours of notification, as appropriate. Emergency services may be provided up to a twenty-four (24) hour period. Emergency services are defined as requests made by COUNTY with less than twenty-four (24) hour advance notice.
- 2.5 CONTRACTOR shall provide non-emergency services for any request made with a minimum twenty-four (24) hour advance notification.
- 2.6 CONTRACTOR shall be required to provide to the best of their ability a qualified interpreter of the same gender as the deaf or hearing impaired minors during, but not limited to, activities stated in Section 1.1, Statement of Work, Subsections 1.1.1 through 1.1.5.
- 2.7 CONTRACTOR shall provide interpreters who shall keep all assignment-related information strictly confidential.
- 2.8 CONTRACTOR shall provide interpreters who shall render all messages faithfully and to the best of their ability, always convey the content and the spirit of the speaker using language that is most readily understood by the recipient of the message.
- 2.9 CONTRACTOR shall provide interpreters who shall not counsel, advise or interject personal opinions into the subject matter.

## 2.10 Notice of Delay

If CONTRACTOR becomes aware of any circumstances that reasonably may cause any significant delay by CONTRACTOR or COUNTY in the performance of their respective obligations hereunder, then CONTRACTOR shall promptly notify COUNTY'S Contract Manager verbally of such circumstance. Said notification shall be followed within five (5) working days, by a written report to COUNTY'S Contract Manager containing all facts then known to CONTRACTOR pertaining to the delay.

## 2.11 Self-Monitoring Reports

CONTRACTOR shall prepare monthly reports that indicate compliance with the Performance Work Statement and submit to COUNTY Quality Assurance Evaluator (QAE) and COUNTY Contract Manager by the 10<sup>th</sup> working day of the following month. Report format and content is subject to final COUNTY review and approval.

## 3.0 QUALITY CONTROL

The CONTRACTOR shall establish and maintain a Quality Control Plan to assure the requirements of the contract are met. The plan shall be submitted as part of the proposal. An updated copy must be provided to the Probation Contract Manager on the contract start date and as changes occur. The original plan and any future amendments shall include, but not be limited to the following:

- 3.1 An inspection system covering all the services and must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the CONTRACTORS and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract.
- 3.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the CONTRACTOR'S employees or any other unusual occurrence (i.e. power loss) which would result in the CONTRACTOR'S being unable to perform the contracted work.
- 3.5 The methods for assuring that confidentiality of juvenile and adult records are maintained.
- 3.6 The methods for maintaining security of records and prevention of loss or destruction of COUNTY and/or CONTRACTOR'S data.

#### **4.0 QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR'S deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR'S. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Exhibit M, "Performance Requirements Summary"*, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

##### **4.1 Performance Evaluation Meetings**

The Project Director or his alternate shall meet at least weekly with the COUNTY Contract Manager during the first three (3) months of the contract, if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the CONTRACTOR'S Project Director and the COUNTY'S Contract Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

- 4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule.

- 4.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR'S who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR'S within twenty-four (24) hours.

##### **4.4 Monthly Self-Monitoring Reports**

CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services rendered for the Probation Department. The CONTRACTOR will forward this report to the COUNTY'S Contract Manager by the 10th working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.



#### 4.5 Contract Discrepancy Report (Exhibit R)

Verbal notification of a Contract discrepancy will be made to the COUNTY Contract Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

The COUNTY Contract Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY Contract Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY Contract Manager within ten (10) workdays.

#### 4.6 COUNTY Observations

In addition to departmental contracting staff, other COUNTY personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR'S performance.

### 5.0 DEFINITIONS

- 5.1 Acceptable Quality Level (AQL) – As used herein, the term "Acceptable Quality Level", shall mean a measure to express the leeway or variance from a standard before Probation can apply damages as specified in *Exhibit M, Performance Requirements Summary*. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that Probation recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S service.
- 5.2 Contract Discrepancy Report (CDR) - As used herein, the term "Contract Discrepancy Report", shall mean a report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR explaining the problem and outlining the remedial action being taken to resolve the problem.
- 5.3 CONTRACTOR Project Director - CONTRACTOR'S officer or employee responsible for overall management and coordination of contract services on CONTRACTOR'S behalf and act as the central point of contact with the Probation Department.
- 5.4 COUNTY Contract Manager - The Probation representative responsible for daily management of contract operation and overseeing monitoring activities.

- 5.5 Contract Start Date - The date the CONTRACTOR begins work (start of the basic contract period) in accordance with the terms of the contract.
- 5.6 Day(s) – As used herein, the term "day(s)" shall mean calendar days and not business or working days.
- 5.7 Emergency – As used herein, the term "Emergency", shall mean available for immediate service. Response to the need within two (2) hours of notification, as appropriate, for services to be provided up to a twenty-four (24) hour period. Requests made by COUNTY with less than twenty-four (24) hour advance notification.
- 5.8 Hours – As used herein, the term "hours", shall mean sequential sixty (60) minute time frames.
- 5.9 Juvenile Records - Personal and social history, including criminal information of juvenile offenders. The records include legal documents and other information, which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by the Probation Department.
- 5.10 Non-emergency – As used herein, the term "Non-emergency" shall mean available to provide service with a minimum twenty-four (24) hour advance notification.
- 5.11 Performance Requirements Summary (PRS) - As used herein, the term "Performance Requirements Summary" shall mean the statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to ensure contract performance standards are met by the CONTRACTOR.
- 5.12 Qualified Interpreter - As used herein, the term "Qualified Interpreter" shall mean an interpreter who is able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary. This includes, but is not limited to, interpreters who hold the "Certificate of Interpretation (CI)" or "Certificate of Transliteration (CT)" from the Registry of Interpreters for the Deaf (RID), or interpreters who are certified at Level 3 or higher by the National Association for the Deaf (NAD).
- 5.13 Quality Assurance Evaluator (QAE) - As used herein, the term "Quality Assurance Evaluator" shall mean the Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract..
- 5.14 Quality Control Program - As used herein, the term "Quality Control Program" shall mean all necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Performance Work Statement.

- 5.15 Subcontractor - As used herein, the term "Subcontractor" shall mean any person, entity, or organization to which the CONTRACTOR has delegated any of its obligations hereunder in accordance with the Contract, 8.4
- 5.16 User Complaint Report (UCR) - As used herein, the term "User Complaint Report" shall mean a report prepared by Probation personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR.

## **6.0 PERSONNEL**

### **6.1 Key COUNTY Personnel**

#### **6.1.1 COUNTY Contract Manager**

The Chief Probation Officer of the COUNTY of Los Angeles, or his designee, is designated COUNTY Contract Manager, who will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

6.1.2 The Contract Manager shall provide direction to CONTRACTOR in areas relating to policy, information, operations and procedural requirements.

6.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in the Standard Terms and Conditions.

6.1.4 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

### **6.2 Key CONTRACTOR Personnel**

#### **6.2.1 CONTRACTOR Project Director**

The CONTRACTOR shall provide its own full time officer or employee as Project Director. For this contract, the Project Director is Darlene Geyer. The Project Director or an approved alternate shall be assigned locally and available for telephone contact 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding all COUNTY holidays. The Project Director shall provide overall management and coordination of the contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with Probation.

6.2.2 When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally qualified individual shall be designated to act for the Project Director.

- 6.2.3 The Project Director shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of this contract.
- 6.2.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 6.2.5 The Project Director must have at least two (2) years of demonstrated previous experience within the last five (5) years in the management and operation of sign language interpreter services or similar scope.
- 6.2.6 The Project Director and alternate must be able to read, write, speak and understand English.
- 6.2.7 COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.
- 6.3 Other CONTRACTOR Personnel
- 6.3.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services. (COUNTY shall have the right to review and approve potential staff prior to assignment.)
- 6.3.2 All personnel must be able to read, write, spell, speak and understand English.
- 6.3.3 CONTRACTOR certifies that all persons employed to perform services under this contract will be treated equally without regard to race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California, *Exhibit C*.
- 6.3.4 The CONTRACTOR shall insure that by first day of employment, all persons with access to adult and/or juvenile records and arrest information have signed an acknowledgement that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). **CONTRACTOR shall retain original signed CORI form and forward a copy to Contract Manager within five (5) business days of start of employment.** (*Refer to Exhibit Q.*)
- 6.3.5 The CONTRACTOR shall give advance notice to COUNTY'S Contract Manager, in writing within ten (10) business days, of any change in CONTRACTOR personnel assigned to perform any work on this contract.
- 6.3.6 All persons working on this contract must sign an Employee Acknowledgement and Confidentiality Agreement and a CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement (*Refer to Contract, Exhibits O and P*). **CONTRACTOR shall retain original signed Acknowledgment of Employer Form and forward a copy to Contract Manager within five (5) business days of start of employment.**



#### 6.4 CONTRACTOR Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Contract Manager.

#### 6.5 Conflict of Interest

See Standard Terms and Conditions.

#### 6.6 Employee Benefits and Acknowledgement of Employer

6.6.1 CONTRACTOR will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgement that each employee understands that they are an employee of CONTRACTOR and not an employee of Los Angeles COUNTY must be signed by each employee of CONTRACTOR employed by first day of employment (*Refer to Exhibits O and P*). The CONTRACTOR original acknowledgement and a copy must be filed within five (5) business days of employment with the COUNTY of Los Angeles, Probation Department, Contracts and Grants Management Division, 9150 East Imperial Highway A-66, Downey, CA 90242.

6.6.2 COUNTY shall not assume any liability for the payment of any salaries, wages, benefits or other compensation to, or on behalf of, any personnel provided by the CONTRACTOR.

#### 6.7 Employee Criminal Records, Notice and County Approval

CONTRACTOR shall be responsible for ongoing implementation and monitoring of subsections 6.7.1 through 6.7.7. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

6.7.1 No personnel employed by CONTRACTOR for this program having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.

6.7.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.

- 6.7.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.
- 6.7.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.
- 6.7.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.
- 6.7.6 The CONTRACTOR shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.
- 6.7.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employee; COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

#### 6.8 Gratuities

It is improper for any COUNTY Officer, employee, or agent to solicit consideration, in any form from a CONTRACTOR with the implication, suggestion, or statement that the CONTRACTOR'S provision of the consideration may secure more favorable treatment for the CONTRACTOR in the award of the contract or that the CONTRACTOR'S failure to provide such consideration may negatively affect the COUNTY'S consideration of the CONTRACTOR'S submission. A CONTRACTOR shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to the COUNTY Manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the CONTRACTOR'S submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **6.9 Consideration of Hiring COUNTY Employees Targeted for Layoffs**

Should CONTRACTOR'S require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR'S shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this contract.

#### **7.0 HOURS OF OPERATION**

CONTRACTOR shall be available to report to various locations throughout the COUNTY of Los Angeles on a daily twenty-four (24) hour continuous basis as set forth in Section 2.0, Sub-Section 2.3.

#### **8.0 RECOGNIZED HOLIDAYS**

The CONTRACTOR will be required to provide service on COUNTY recognized holidays. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays for the 2007 calendar year and the succeeding years.

#### **9.0 UNSCHEDULED WORK**

CONTRACTOR agrees that any work performed outside the scope of "Statement of Work" or the "Other CONTRACTOR Obligations" sections of this document, without the prior written approval of the COUNTY in accordance with the Contract, Section 8.4, "Change Notices and Amendments," shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

#### **10.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of services used in the *Performance Requirements Summary (PRS) Exhibit M* are intended to be completely consistent with the Contract and the Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the Statement of Work. In any case of apparent inconsistency between services as stated in the Contract and the Statement of Work and this PRS, the meaning apparent in the Contract and the Statement of Work will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the Statement of Work, that apparent service will be null and void and place no requirement on CONTRACTOR.

A standard level of performance will be required of CONTRACTOR'S in the areas of sign language services. *Exhibit M* summarizes the required services, performance standards, maximum allowable deviation from the standards, monitoring methods to be used by the COUNTY, and monetary damages to be imposed for unacceptable performance.

COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Exhibit M*, or other such procedures as may be necessary to ascertain CONTRACTOR'S compliance with this contract. Failure of the CONTRACTOR'S to achieve this standard can result in a deduction from CONTRACTOR'S monthly payment as determined by COUNTY.

When the CONTRACTOR'S performance does not conform with the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

- Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

This section does not preclude the COUNTY'S right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

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## ***EXHIBITS***

**B - L**

## PRICING SCHEDULE

(State amounts in dollars per hour)

Interpreters	Weekday	Weeknight	Weekend Day	Weekend Night	Holiday	Emergency
Certified	\$50.00	\$50.00	\$50.00	\$50.00	\$60.00	\$70.00
Legal Certified	\$75.00	\$75.00	\$75.00	\$75.00	\$85.00	\$85.00

The CONTRACTOR shall be paid for services rendered at hourly rates listed above. Payment shall be made in accordance with the hours of service rendered, exclusive of travel time to destination where service is to be performed. Contractor shall be compensated at the above hourly rates for a minimum of two (2) hours service per call for the first two (2) hours of service or any portion thereof. Should the service exceed two (2) hours, increments of time less than one (1) full hour shall be compensated as follows:

1 – 15 minutes --- 1/4 hourly rate

16 – 30 minutes --- 1/2 hourly rate

31 – 45 minutes --- 3/4 hourly rate

46 – 60 --- full hourly rate

CONFIDENTIAL

**Exhibit 13 – Budget sample for Accommodating Ideas Inc.**

Name:	Position:	Hourly Wage:	Monthly Health Benefits:
Josie Evans	Dispatcher	\$10/hour X 40	00.00
Julie Steele	Director	\$25.00/hr X 40	.82/hr X 160
Kandy Trubey,	Bookkeeper	\$25.00/hr X 30	4.53/hr X 120
Dianne Nosch	Mgr.So.Fla Div.	\$25.00/hr X 40	2.01/hr X 160
Darlene Geyer, President & Interpreter		\$29.81/hr X 40	2.41/hr X 160

**Sub-Contractors Wages:**

All interpreting assignments worked by sub contractors are based on a two-hour minimum, which is an industry standard. The costs per hour to our agency starting of September 1, 2006 will be as follows:

	2006	2007	2008	2009	2010
Level 3 Interpreters:	\$30.00	\$30.00	\$30.00	\$35.00	\$35.00
Level 4 Interpreters:	\$35.00	\$35.00	\$35.00	\$40.00	\$40.00
Level 5 Interpreters:	\$38.00	\$40.00	\$40.00	\$45.00	\$45.00
Legally Certified:	\$50.00	\$50.00	\$55.00	\$55.00	\$60.00

**Accommodating Ideas, Inc. estimated monthly operating expenses:**

Income	Monthly average
Sales	
INTERP INC	\$63,356.53
Consultation Income	\$453.33
Total Income	\$63,809.86

Cost of Sales	Monthly average
INTERPRETING COSTS	\$27,818.05
Parking	\$57.61
Miles	\$(428.94)
Total Cost of Sales	\$27,446.72

Gross Profit	\$36,363.80
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Expenses	Monthly average
Leasing of equipment	\$477.47
<b>Office Supplies</b>	
Printing Expenses	\$29.02
Office Supplies	\$893.79
Postage Expenses	\$90.78
Software Expenses	\$954.83
Rent	\$41.67
Dues & Subscriptions	\$118.75
Donations	\$51.98
Advertising	\$484.97
Professional Fees	\$155.67
Legal & Accounting	\$851.90
Office Equipment	\$390.28
<b>Telephone</b>	

~~REQUIRED FORMS - EXHIBIT 8~~  
**PROPOSER'S EEO CERTIFICATION**

Accommodating Ideas Inc.  
 Company Name  
3807 W. Sierra Hwy #6 PMB 4535 Acton, CA 91351  
 Address  
95-4610397  
 Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( )	( <input checked="" type="checkbox"/> )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( )	( <input checked="" type="checkbox"/> )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( )	( <input checked="" type="checkbox"/> )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( <input checked="" type="checkbox"/> )

Darlene Geyer 8/25/04  
 Signature Date  
Darlene Geyer President  
 Name and Title of Signer (please print)

EEO CERTIFICATION



**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY CONTRACT MANAGER:**

Name: Yolanda Young  
Title: Director of Contracts and Grants Management Division  
Address: 9150 E. Imperial Hwy, A-66  
Downey, CA 90242  
Telephone: (562) 940-2728  
Facsimile: (562) 803-6585  
E-Mail Address: Yolanda.Young@laprob.org

**COUNTY PROGRAM MANAGER:**

Name: Larry Rubin  
Title: Detention Services Bureau Consultant  
Address: 9150 E. Imperial Hwy  
Downey, CA 90242  
Telephone: (562) 940-2523  
Facsimile: ()  
E-Mail Address: Larry.Rubin@laprob.org

**COUNTY CONTRACT MONITOR:**

Name: Jennifer Donnell  
Title: Contract Monitor Supervisor  
Address: 11701 Alameda Street, Suite 3220  
Lynwood, CA 90262  
Telephone: (323) 357-5549  
Facsimile: \_\_\_\_\_  
E-Mail Address: Jennifer.Donnell@laprob.org

**COUNTY CONTRACT ANALYST:**

Name: Juanita Guerrero  
Title: Contract Analyst  
Address: 9150 E. Imperial Hwy, B-62  
Downey, CA 90242  
Telephone: (562) 940-2675  
Facsimile: (562) 803-6585  
E-Mail Address: Juanita.Guerrero@laprob.org

**CONTRACTOR'S ADMINISTRATION****ACCOMMODATING IDEAS, INC.**

CONTRACTOR'S NAME

CONTRACT NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Darlene Geyer  
Title: President  
Address: 3807 W. Sierra Hwy #6 PMB 4535  
Acton, CA 93510  
Telephone: (818) 481-8085  
Voice: (800) 257-1783  
Facsimile: (866) 399-4332  
E-Mail Address: [darlenegeyer@ai-ada.com](mailto:darlenegeyer@ai-ada.com)

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Julie Steele  
Title: Director of Interpreting Services  
Address: 3807 W. Sierra Hwy #6 PMB 4535  
Acton, CA 93510  
Telephone: (818) 481-8085  
Voice: (800) 257-1783  
Facsimile: (866) 399-4332  
E-Mail Address: [juliesteele@ai-ada.com](mailto:juliesteele@ai-ada.com)

Notices to Contractor shall be sent to the following address:

Name: Kandy Trubey  
Title: Accounts Payable/Receivable  
Address: 3807 W. Sierra Hwy #6 PMB 4535  
Acton, CA 93510  
Telephone: (818) 481-8085  
Voice: (800) 257-1783  
Facsimile: (866) 399-4332  
E-Mail Address: [kandy@ai-ada.com](mailto:kandy@ai-ada.com)

EXHIBIT F

REQUIRED FORMS

**REQUIRED FORMS**

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FORM 1	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS
FORM 2	CERT. OF NO CONFLICT OF INTEREST LA CO. CODE 2.180.010
FORM 3	FAMILIARTY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
FORM 4	LA COUNTY COMMUNITY BUSINESS ENTERPRISE PROGRAM – REQUEST
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FORM 6	CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM – CERTIFICATION FORM & APPLICATION FOR EXCEPTION
FORM 7	ACKNOWLEDGEMENT & STATEMENT OF COMPLIANCE LABOR/PAYROLL/DEBARMENT HISTORY



## REQUIRED FORMS—EXHIBIT 12

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

Darlene Geyer818.481.8085

NOTE: Persons signing on behalf of the CONTRACTOR will be required to warrant that they are authorized to bind the CONTRACTOR.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

None

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Accommodating Ideas Inc

Print Name of Signer

Darlene Geyer

Title

President

Signature

Darlene Geyer

Date

8/25/06

**REQUIRED FORMS - EXHIBIT 5-**  
**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

***CONTRACTS PROHIBITED***

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Accommodating Idios Inc  
 Proposer Name

President  
 Proposer Official Title

Darlene Guyer  
 Official's Signature

Cert. of No Conflict of Interest

~~REQUIRED FORMS - EXHIBIT 6~~

## FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_

*Darlene Geyer*

Date: \_\_\_\_\_

*8/25/06*

LOBBYIST CERTIFICATION



## County of Los Angeles - Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

Applied not yet granted.

FIRM NAME: Accommodating Ideas Inc

☒ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ I AM ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : 51821601

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise  
☐ Other (Please Specify) \_\_\_\_\_

Total Number of Employees (including owners): 5

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						1
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White				2		

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	100 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:  
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
<u>Supplier Clearinghouse</u>		✓			<u>12/14/2008</u>

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
<u>Darlene Geyer</u>	<u>Darlene Geyer</u>	<u>President</u>	<u>8/25/06</u>



## REQUIRED FORMS - EXHIBIT 9

# ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

       YES (subject to verification by County)   ✓   NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

  ✓   YES        NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

  ✓   YES        NO        N/A (Program not available)

Proposer Organization: Accommodating Ideas Inc

Signature: Darlene Geyer

Print Name: Darlene Geyer

Title: President Date: 8/25/06

Tel.#: 800-257-1783 Fax #: 866-399-4332

818-386-6348

818-386-6352

B.4  
**REQUIRED FORMS -- EXHIBIT 14**

**LIVING WAGE PROGRAM  
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE  
LABOR/PAYROLL/DEBARMENT HISTORY**



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE  
LABOR/PAYROLL/DEBARMENT HISTORY**

Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

None

- ☐ An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- ☐ A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: <u>Accommodating Ideas Inc</u>	Print Name of Owner: <u>Darlene Geyer</u>
Print Address of Firm: <u>3807 W. Sierra Hwy #10 PHB 4535</u>	Owner's/Agent's Authorized Signature: <u>Darlene Geyer</u>
City, State, Zip Code: <u>Acton CA 93510</u>	Print Name and Title: <u>Darlene Geyer - President</u>

Public Entity Name:		Date of Incident:
Case Number/Date Claim Opened:	Case Number:	Date Claim Opened:
Name and Address of Claimant:	Name:	
	Street Address:	
	City, State, Zip:	
Description of Work: (e.g., janitor)		
Description of Allegation and/or Violation:		
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)		



## **2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

## **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
  - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or



7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.



**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

---

***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Gantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Elita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Solo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además, es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo qué otras opciones tiene.

---

***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***



**IRS NOTICE 1015**  
 (Obtain latest version from IRS website -  
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)



**Department of the Treasury**  
**Internal Revenue Service**

**Notice 1015**

(Rev. December 2005)

**Have You Told Your Employees About the  
 Earned Income Credit (EIC)?**

**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

**How Will My Employees Know if They Can  
 Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$789, he or she must file a 2005 tax return to get the \$789 refund.

**How Do My Employees Get Advance EIC  
 Payments?**

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2005)  
 Cat. No. 27659

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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**Vendor Name:** ADVANCED BUILDING MAINTENANCE

**Alias:**

**Debarment Start Date:** 6/14/2005 **Debarment End Date:** 6/13/2008

**Principal Owners and/or Affiliates:** Michael Sullivan Erlinda Sullivan

---

**Vendor Name:** LA INTERNET CORPORATION

**Alias:**

2X, Inc. a.k.a. LA Internet, Inc., 2X Access, Internet Business International; (Referred to collectively as "LA Internet")

**Debarment Start Date:** 9/9/2003 **Debarment End Date:** 9/8/2006

**Principal Owners and/or Affiliates:** Albert Reda  
Ken Reda  
Louis Cherry

---

**Vendor Name:** MTS Advanced Corp.

**Alias:**

**Debarment Start Date:** 2/8/2005 **Debarment End Date:** 2/7/2008

**Principal Owners and/or Affiliates:** Emir Khan / Zulaine Hernandez

---



**CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"  
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF  
1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

**1.0 DEFINITIONS**

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

## **2.0 OBLIGATIONS OF BUSINESS ASSOCIATE**

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
  - (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
  - (b) shall Disclose Protected Health Information to Covered Entity upon request;



(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

- (i) Use Protected Health Information; and
- (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles  
Kenneth Hahn Hall of Administration  
500 West Temple St.  
Suite 410  
Los Angeles, CA 90012  
(213) 974-2164

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **3.0 OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.



#### 4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

#### 4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### 5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT ORDINANCE

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**2.202.010 Findings and declarations.**

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller.

**2.202.020 Definitions.**

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body and any joint powers authorities that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.



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**2.202.030 Determination of contractor non-responsibility.**

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible.

**2.202.040 Debarment of Contractors.**

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county, any other



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public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making a debarment decision. The county shall have the right, in its discretion, to determine the period of time that the contractor may be debarred, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

#### **2.202.050 Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

#### **2.202.060 Severability.**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE/ PERFORMANCE STATEMENT	STANDARD	MAXIMUM ALLOWED DEVIATION (AQL)	TYPICAL METHOD OF SURVEILLANCE	MONETARY DAMAGES FROM CONTRACTOR FOR EXCEEDING AQL MAY BE UP TO:
Overall compliance with Scope of Work, Part A, 1.0	Record of investigation of CONTRACTOR to ensure compliance.	4%	User Complaints Random Inspections Random Samplings Information from CONTRACTOR Reports	\$100 per day until rectified
Overall compliance with Specific Tasks, Part A 2.0	Record of investigation of CONTRACTOR to insure compliance	4%	User Complaints Random Inspections Random Samplings Information from CONTRACTOR Reports	\$100 per day until rectified
Employee benefits, Part A, 3.6.1	Adhere to COUNTY requirements	0%	Random Inspections Random Samplings	Up to \$100 per employee per occurrence
None of CONTRACTOR's employees shall have a criminal conviction or pending criminal trial unless record has been fully disclosed, Part A, 3.7.1	Adhere to COUNTY requirements	0%	Random Inspections Random Samplings	Up to \$100 per employee per occurrence
Fingerprint CONTRACTOR's current employees and prospective employees prior to employment, Part A, 3.7.6	Adhere to COUNTY requirements	0%	Random Inspections Random Samplings	Up to \$100 per employee per occurrence
CONTRACTOR shall reimburse COUNTY for record check, Part A, 3.7.7	Adhere to COUNTY requirements	0%	Random Inspections Random Samplings	Up to \$100 per employee per occurrence
Quality Control Plan, Part A, 5.0	Adhere to COUNTY requirements	0%	Random Inspections Random Samplings	Up to \$100 per occurrence
CONTRACTOR in compliance with Standard Terms and Conditions, Attachment A, 1.0-42.0	Adhere to County requirements.	0%	Random Inspections Random Samplings	Up to \$50 per occurrence

### CURRENT LIST OF FACILITIES

FACILITIES	ADDRESS	CITY	ZIP
Affirmative Action Contract Compliance Program	9150 E. Imperial Hwy.	Downey	90242
Antelope Valley GAPP Unit	45000 N. 60th Street	Lancaster	93536
Antelope Valley Juvenile Probation Office	321 E. Avenue K-4	Lancaster	93534
Barry J. Nidorf Juvenile Hall	16350 Filbert Street	Sylmar	91342
C.M.Y.C. – Camps Onizuka/Jarvis	5300 West Avenue I	Lancaster	93536
C.M.Y.C. – East/Camps Scobee/Smith	5300 West Avenue I	Lancaster	93536
C.M.Y.C. – Special Services/SHU	5300 West Avenue I	Lancaster	93536
C.M.Y.C. – Support Services	5300 West Avenue I	Lancaster	93536
C.M.Y.C. – West/Camps/ McNair/Resnick	5300 West Avenue I	Lancaster	93536
Camp Afflerbaugh	8631 N. Stephens Ranch Road	La Verne	91342
Camp Gonzales	1301 N. Las Virgenes Road	Calabasas	91302
Camp Headquarters	12653 N. Little Tujunga Canyon Road	San Fernando	91342
Camp Holton	12653 N. Little Tujunga Canyon Road	San Fernando	91342
Camp Kilpatrick	427 S. Encinal Canyon Road	Malibu	90265
Camp Mendenhall	42230 North Lake Hughes Road	Lake Hughes	93532
Camp Miller	433 S. Encinal Canyon Road	Malibu	90265
Camp Munz	42220 North Lake Hughes Road	Lake Hughes	93532
Camp Paige	8601 N. Stephens Ranch Road	La Verne	91750
Camp Rocky	1900 N. Sycamore Canyon Road	San Dimas	91773
Camp Routh	12500 Big Tujunga Canyon Road	Tujunga	91042
Camp Scott	28700 N. Bouquet Canyon Road	Saugus	91350
Camp Scudder	28750 N. Bouquet Canyon Road	Saugus	91350
Centinela Area Office	1330 West Imperial Highway	Los Angeles	90044
Central Adult Investigation	320 West Temple St., Rm. 180	Los Angeles	90012
Central Juvenile Hall	1605 Eastlake Ave.	Los Angeles	90033
Central Placement	1605 Eastlake Ave.	Los Angeles	90033
Community Relations Office	9150 E. Imperial Hwy.	Downey	90242
Crenshaw Area Office	3606 West Exposition Blvd.	Los Angeles	90016
Dorothy Kirby Center	1500 South McDonnell Avenue	Los Angeles	90022
Downey Municipal Courts – PTS	7500 Imperial Hwy., Rm. 112	Downey	90242
East L.A. Area Office	144 South Fetterly Ave.	Los Angeles	90022
East San Fernando Juvenile Sub-Office	10850 Riverside Drive	North Hollywood	91602
East San Fernando Valley Area Office	14414 Delano Street	Van Nuys	91401
El Monte Court – PTS	11274 E. Valley Blvd., Rm. 1038	El Monte	91731
Facilities Operations	4549 Telegraph Rd.	Los Angeles	90022
Firestone Area Office	8526 South Grape Street	Los Angeles	90001
GAPP/ School Crime	3606 W. Exposition Blvd.	Los Angeles	90016
Harbor Area Office	3221 Torrance Blvd.	Torrance	90503
Intake & Detention Control	1601 Eastlake Ave.	Los Angeles	90033
Juvenile Services Bureau	9150 East Imperial Hwy.	Downey	90242
Kanyon Juvenile Justice Center	7625 South Central Avenue	Los Angeles	90001
Long Beach Area Office	415 West Ocean Blvd.	Long Beach	90802
Los Padrinos Juvenile Hall	7285 Quill Drive	Downey	90242
Lynwood Regional Justice Center	11701 S. Alameda St.	Lynwood	90260
Northeast Juvenile Justice Center	1601 Eastlake Ave.	Los Angeles	90033
Pomona Area Office	1660 West Mission Blvd.	Pomona	91766

Pretrial Services-Lancaster	1010 W. Avenue I	Lancaster	93534
Pretrial Services-Bellflower	10025 Flower St., Div 1 Int. Rm.	Bellflower	90706
Pretrial Services-Rio Hondo	11234 Valley Blvd., Rm. 103	El Monte	91731
Pretrial Services-Airport	11701 South La Cienega Blvd., Rm. 318	Los Angeles	90045
Pretrial Services-Citrus	1427 W. Covina Pkwy., Rm. 116	West Covina	91790
Pretrial Services-Van Nuys (Crim)	14400 Erwin Street Mall, Rm. 334	Van Nuys	91401
Pretrial Services-Alhambra	150 W. Commonwealth Ave., Rm. 106	Alhambra	91801
Pretrial Services-West Los Angeles	1633 Purdue Ave., Rm. 203	West Los Angeles	90026
Pretrial Services-Metro	1945 S. Hill Street, 6 <sup>th</sup> Floor, Rm. 812-A	Los Angeles	90007
Pretrial Services-Pasadena	200 North Garfield Avenue, Rm. 203	Pasadena	91101
Pretrial Services-Compton	200 W. Compton Blvd., Rm. 301	Compton	90220
Pretrial Services-Alhambra	200 West Woodward Avenue	Alhambra	91801
Pretrial Services-CJC	210 West Temple Street, 12-313	Los Angeles	90012
Pretrial Services-CJC	210 West Temple Street, 5-516	Los Angeles	90012
Pretrial Services-East Los Angeles	214 E. Fetterly Ave., Rm. 101L	Los Angeles	90022
Pretrial Services-Pasadena	300 E. Walnut St., Rm. 200	Pasadena	91101
Pretrial Services-Burbank	300 East Olive St., Room 013	Burbank	91502
Pretrial Services-Pomona	350 W. Mission Blvd., Rm. 215	Pomona	91766
Pretrial Services-Wilshire	3530 Wilshire Blvd., Ste. 501	Los Angeles	90010
Pretrial Services-Long Beach	415 West Ocean Blvd., Rm. 43-A	Long Beach	90802
Pretrial Services-Twin Towers	450 Baughet St.	Los Angeles	90012
Pretrial Services-Antelope Valley	42011 4 <sup>th</sup> St. W., Ste. 4300	Lancaster	93534
Pretrial Services-Bauchet	433 Bauchet Street	Los Angeles	90012
Pretrial Services-Glendale	600 E. Broadway, Rm. 120	Glendale	91205
Pretrial Services-Van Nuys (Civil)	6230 Sylmar Ave., Rm. 721	Van Nuys	91401
Pretrial Services-Whittier	7339 S. Painter Ave., Rm. 108	Whittier	90602
Pretrial Services-Downey	7500 E. Imperial Hwy., Rm. 112	Downey	90242
Pretrial Services-Torrance	825 Maple Street, Rm. 410	Torrance	90503
Pretrial Services-San Fernando	900 N. Third Street, Rm. 1029	San Fernando	91340
Pretrial Services-Beverly Hills	9355 Burton Way, Rm. 208	Beverly Hills	90210
Pretrial Services-Inglewood	One Regent Street, Rm. 605	Inglewood	90301
Probation Information Center	14540 Haynes St.	Van Nuys	91411
Rio Hondo Area Office	8240 South Broadway	Whittier	90602
Riverview Area Office	12310 Lower Azusa Road	Arcadia	91006
San Gabriel Valley Area Office	11234 East Valley Blvd., Ste. 302	El Monte	91731
Santa Monica Area Office	1725 Main Street	Santa Monica	90401
SOC/Mental Health/NCCD	7639 S. Painter Ave.	Whittier	90602
South Central Area Office	200 West Compton Blvd., Ste. 300	Compton	90220
Specialized Investigation Unit – ELA Area Office	144 S. Fetterly Avenue	Los Angeles	90022
Superintendent's Office	5300 West Avenue I	Lancaster	93536
Valencia Sub-Office	23759 Valencia Blvd.	Valencia	91355



**ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT****CONTRACT FOR SIGN LANGUAGE SERVICES*****CONTRACTOR EMPLOYEE***

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

\_\_\_\_\_  
 CONTRACTOR NAME

Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**  
**CONTRACT FOR SIGN LANGUAGE SERVICES**  
**NON-EMPLOYEE**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

\_\_\_\_\_  
 CONTRACTOR NAME

Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



## CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any \_\_\_\_\_ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature) \_\_\_\_\_

Name (Print) \_\_\_\_\_

\_\_\_\_\_  
Classification/Title

Date \_\_\_\_\_

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment. *(All staff assigned/working under the contract must complete a CORI form. Keep original on file and forward a copy to Probation Contract Manager.)*

**CONTRACT DISCREPANCY REPORT****PART I: CONTRACT DISCREPANCY REPORT (CDR) - UNACCEPTABLE SERVICE**

COUNTY PROGRAM MANAGER SHALL COMPLETE AND FORWARD PART I TO CONTRACTOR WITH CDR/PART II ATTACHED.

Date of Unacceptable Service: \_\_\_\_\_

Review Period: \_\_\_\_\_

Description of Unacceptable Service:

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Has this type of unacceptable performance occurred before? ☐ Yes ☐ No

If Yes, When? \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT DISCREPANCY REPORT**

**PART II: CONTRACT DISCREPANCY REPORT (CDR) – CONTRACTOR'S RESPONSE**

CONTRACTOR SHALL COMPLETE PART II AND RETURN TO THE COUNTY PROGRAM  
MANAGER.

Date Received from County: \_\_\_\_\_

Explanation for Unacceptable Performance: \_\_\_\_\_

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Correction Action Taken:

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Plan to Prevent Recurrences:

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Signed

Date



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CREWS AND COMPANY INTERPRETERS**

**TO**

**PROVIDE AS-NEEDED SIGN LANGUAGE INTERPRETER  
SERVICES FOR THE COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT**



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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CREWS AND COMPANY INTERPRETERS  
TO PROVIDE SIGN LANGUAGE INTERPRETER SERVICES FOR THE  
COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

This Contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the COUNTY of Los Angeles, hereinafter referred to as COUNTY and CREWS AND COMPANY INTERPRETERS, hereinafter referred to as CONTRACTOR. Crews and Company Interpreting, located at 14626 S. Pioneer Blvd, Norwalk, California 90650.

**RECITALS**

WHEREAS, the CONTRACTOR is qualified to provide sign language interpretation Services; and

WHEREAS, the COUNTY has a need for such expert services; and

WHEREAS, this Contract is authorized under Los Angeles COUNTY Code Section 26227 and 31000; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, and R are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - CONTRACTOR'S EEO Certification

- 1.3 EXHIBIT C - CONTRACTOR'S EEO Certification
- 1.4 EXHIBIT D - COUNTY'S Administration
- 1.5 EXHIBIT E - CONTRACTOR'S Administration
- 1.6 EXHIBIT F - Forms Required at the Time of Contract Execution
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- 1.16 EXHIBIT P CONTRACTOR Non-Employee Acknowledgement and  
Confidentiality Agreement
- 1.17 EXHIBIT Q Confidentiality of CORI Information
- 1.18 EXHIBIT R Contract Discrepancy Report

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

## 2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.
- 2.2 **CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the *Statement of Work*.
- 2.3 **Contractor Project Director:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

- 2.4 COUNTY Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by CONTRACTOR.
- 2.5 COUNTY Contract Manager:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract that cannot be resolved by the COUNTY'S Program Manager.
- 2.6 COUNTY Program Manager:** Person designated by COUNTY to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2** If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract shall be for a twelve (12) month period commencing June 1, 2007 through May 31, 2008, unless sooner terminated or extended, in whole or in part, as provided in this Contract. It may be extended by the Chief Probation Officer and the authorized official of CONTRACTOR(s) by mutual agreement for four (4) additional 12-month periods pursuant to Section 8.4 Changes Notices and Amendments.
- 4.2** Contingent upon available funding, the term of the contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension.



Compensation for work performed during the extension period will be prorated on a monthly basis where applicable, and on a daily basis for periods of time less than a month.

- 4.3 CONTRACTOR shall notify the Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to Probation.

## **5.0 CONTRACT SUM**

- 5.1 The contract fee under the terms of this contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract. The total sum, inclusive of all applicable taxes is estimated at \$163,000 consistent with fees listed on Exhibit B, Pricing Schedule. If total annual fees exceed \$163,000, payment shall continue to be made at the agreed upon rates. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.
- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.
- 5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to Probation Department at the address herein provided in *Exhibit D - COUNTY's Administration*.
- 5.4 No Payment for Services Provided Following Expiration/ Termination of Contract**

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY.



Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

## **5.5 Invoices and Payments**

5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR'S payments shall be as provided in *Exhibit B - Pricing Schedule*, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.

5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.5.3 The CONTRACTOR'S invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted one (1) copy to the following address:

**Larry Rubin, Program Manager  
County of Los Angeles Probation Department  
9150 E. Imperial Hwy  
Downey, CA 90242**

5.5.6 **COUNTY Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval.

Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.

## **5.6 Cancellations and Notice**

All assignments may be cancelled without penalty to COUNTY if cancellation notice is made prior to 24-hours of the scheduled assignment. Cancellations with less than 24-hours notice prior to scheduled assignment may be subject to a minimum cancellation fee at the hourly rates listed in Exhibit B, for a maximum fee of four (4) hours.

## **5.7 Cost of Living Adjustments (COLAs)**

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange COUNTY Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Administrative Office as of each July 1st for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost of living adjustments will be granted.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all COUNTY Administration referenced in the following Sub-paragraphs is designated in *Exhibit D - COUNTY'S Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

## **6.1 COUNTY'S Contract Manager**

Responsibilities of the COUNTY'S Contract Manager include:

- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and

- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

## **6.2 COUNTY'S Program Manager**

The responsibilities of the COUNTY'S Program Manager include:

- Managing operations under this contract: and
- Meeting with CONTRACTOR'S Project Manager on a regular basis; and

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

## **6.3 COUNTY'S Contract Monitor**

The COUNTY'S Project Monitor is responsible for overseeing the day-to-day administration of this Contract. Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR. The Project Monitor reports to the COUNTY'S Program Manager.

# **7.0 ADMINISTRATION OF CONTRACT- CONTRACTOR**

## **7.1 CONTRACTOR'S Project Director**

7.1.1 CONTRACTOR'S Project Director is designated in *Exhibit E - CONTRACTOR'S Administration*. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR'S Project Director.

7.1.2 CONTRACTOR'S Project Director shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S Program Manager and Project Monitor on a regular basis.

## **7.2 Approval of CONTRACTOR'S Staff**

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR'S staff performing work hereunder and any proposed changes in CONTRACTOR'S staff, including, but not limited to, CONTRACTOR'S Project Director.



### **7.3 CONTRACTOR'S Staff Identification**

- 7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to the COUNTY'S approval prior to the CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 7.3.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the COUNTY Contract.
- 7.3.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR'S staff's COUNTY photo identification badge at the time of removal from working on the Contract.

### **7.4 Background and Security Investigations**

CONTRACTOR shall be responsible for ongoing implementation and monitoring of sub-sections 7.4.1 through 7.4.6. On at least a quarterly basis, CONTRACTOR shall report in writing, monitoring results to Probation, indicating employee compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

- 7.4.1 No personnel employed by the CONTRACTOR for this service, having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved (in writing) by the Probation Department.
- 7.4.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on this contract under appropriate circumstances.



- 7.4.3 COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.
- 7.4.4 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or pending criminal trial, to the Probation Department at its facility(ies).
- 7.4.5 The CONTRACTOR shall submit names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct background investigation of CONTRACTOR'S employees at any time.
- 7.4.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employees the COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

## **7.5 Confidentiality**

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

- 7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this contract. The CONTRACTOR shall cause each employee performing services covered by this contract to sign and adhere to the *"CONTRACTOR Employee Acknowledgment, and Confidentiality Agreement", Exhibit O*. The CONTRACTOR shall cause each non-employee performing services covered by this contract to sign and adhere to the *"CONTRACTOR Non-Employee Acknowledgment and Confidentiality, Agreement," Exhibit P*.

#### **7.5.2 Confidentiality of Adult and Juvenile Records**

By State law (California Welfare and Institutions Code 827 and 828 and Penal Code 1203.05, 1203.10 and 11140 through 11144), all adult and juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way relayed to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

7.5.2.1 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (*Exhibit Q, "Confidentiality of CORI Information"*), regarding confidentiality of the information in adult and juvenile records. CONTRACTOR shall retain original CORI form and forward copy to Contract Manager within five (5) business days.

### **8.0 STANDARD TERMS AND CONDITIONS**

#### **8.1 ASSIGNMENT AND DELEGATION**

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.



- 8.1.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

## **8.2 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

## **8.3 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **8.4 CHANGE NOTICES AND AMENDMENTS**

The COUNTY reserves the right to change any portion of the work required under this contract, or amend such other items and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.4.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice/Modification shall be prepared and signed by COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.
- 8.4.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included under this Contract, a negotiated modification to this contract shall be executed by the Los Angeles COUNTY Board of Supervisors and CONTRACTOR.
- 8.4.3 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.

## **8.5 COMPLAINTS**

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.3 If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.



- 8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the COUNTY'S Project Manager within three (3) business days of mailing to the complainant.

#### **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractor's of any such laws, rules, regulations, ordinances, or directives.

#### **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with *Exhibit C - CONTRACTOR'S EEO Certification*.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("*Jury Service Program*") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit G* and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR'S violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.



8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

8.11.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.



## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible CONTRACTOR**

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.

### **8.12.2 Chapter 2.202 of the County Code**

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

### **8.12.3 Non-responsible CONTRACTOR**

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

#### **8.12.4 CONTRACTOR Hearing Board**

1. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
2. The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.
4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

#### **8.12.5 Subcontractors of CONTRACTOR**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR'S place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.



#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.14.2 As required by the COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR'S compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.



- 8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FACSIMILE REPRESENTATIONS**

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR'S employees for which the COUNTY may be found jointly or solely liable.

## **8.20 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

## **8.21 INDEPENDENT CONTRACTOR STATUS**

8.21.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.21.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY.

The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

- 8.21.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit O. The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the "CONTRACTOR Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit P.

## **8.22 INDEMNIFICATION**

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

## **8.23 GENERAL INSURANCE REQUIREMENTS**

Without limiting the CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR'S own expense.

- 8.23.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

**Juanita Guerrero, Contract Analyst  
Los Angeles County Probation Department  
Contracts and Grants Management Division  
9150 E. Imperial Hwy, B-62  
Downey, CA 90242**

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage's required in this Contract;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.23.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

**8.23.3 Failure to Maintain Coverage:** Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.



**8.23.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

**8.23.5 Compensation for COUNTY Costs:** In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the County.

**8.23.6 Insurance Coverage Requirements for Subcontractors:**

The CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **8.24 INSURANCE COVERAGE REQUIREMENTS**

**8.24.1 General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.24.2 Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**8.24.3 Professional Liability** Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

**8.24.4 Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

## 8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Department Head, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by the CONTRACTOR over a certain time span, the Department Head will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head may:

(a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit M*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

## **8.26 MOST FAVORED PUBLIC ENTITY**

If the CONTRACTOR'S prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

## **8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.27.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit C - CONTRACTOR'S EEO Certification*.

8.27.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.



- 8.27.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.27.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the COUNTY.
- 8.27.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.27.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.28 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict the Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.29 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.30 NOTICE OF DISPUTES**

The CONTRACTOR shall bring to the attention of the COUNTY Contract Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Contract Manager is not able to resolve the dispute, the Chief Probation Officer or designee shall resolve it.

#### **8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### **8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the *Safely Surrendered Baby Law*, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit H* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **8.33 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits D - COUNTY'S Administration and E - CONTRACTOR'S Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

The Chief Probation Officer or his designee shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

#### **8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.35 PUBLIC RECORDS ACT**

8.35.1 Any documents submitted by CONTRACTOR; all information obtained in connection with the COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **8.36 PUBLICITY**

8.36.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law.



However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY'S Project Director. The COUNTY shall not unreasonably withhold written consent.

8.36.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

#### **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR



or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

#### **8.38 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.39 SUBCONTRACTING**

8.39.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

- 8.39.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:
- A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the COUNTY.
- 8.39.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.
- 8.39.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
- 8.39.5 The COUNTY'S consent to subcontract shall not waive the COUNTY'S right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 8.39.6 The COUNTY'S Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees.
- 8.39.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
- 8.39.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

**Juanita Guerrero, Contract Analyst  
Los Angeles County Probation Department  
Contracts and Grants Management Division  
9150 E. Imperial Hwy, B-62  
Downey, CA 90242**

before any subcontractor employee may perform any work hereunder.

**8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

**8.41 TERMINATION FOR CONVENIENCE**

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

#### **8.42 TERMINATION FOR DEFAULT**

- 8.42.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Contract Manager:

- CONTRACTOR has materially breached this Contract; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 8.42.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.42.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to:



acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.43 TERMINATION FOR IMPROPER CONSIDERATION**

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.43.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.44 TERMINATION FOR INSOLVENCY**

8.44.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the COUNTY provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY'S Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.



#### **8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this Contract during any of the COUNTY'S future fiscal years unless and until the COUNTY'S Board of Supervisors appropriates funds for this Contract in the COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.48 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.49 WARRANTY AGAINST CONTINGENT FEES**

8.49.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.49.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 THIS SECTION INTENTIONALLY OMITTED**

### **9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)**

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit K* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit K, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

### **9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

9.3.1 This Contract is subject to the provisions of the COUNTY'S ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3.3 The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:



1. Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if the CONTRACTOR is no longer eligible for certification as a result in a change of their status and the CONTRACTOR failed to notify the State and the COUNTY'S Office of Affirmative Action Compliance of this information.

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**IN WITNESS WHEREOF**, CONTRACTOR has executed this Contract, or caused it to be duly executed and the COUNTY of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES


By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors


By \_\_\_\_\_

CREWS & COMPANY INTERPRETING

By  \_\_\_\_\_  
Signature  
Fredore Crews  
Print Name  
Owner  
Print Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
Gordon W. Trask  
Principal Deputy County Counsel

# **EXHIBIT A**

## **STATEMENT OF WORK**

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## EXHIBIT A

### STATEMENT OF WORK (SOW)

#### 1.0 SCOPE OF WORK

##### 1.1 Scope of Work

- 1.1.1 CONTRACTOR shall provide qualified sign language interpreter services in American Sign Language (ASL) for deaf or hearing-impaired minors and adults in Probation facilities (camps, juvenile halls, and field area offices), and at probationers' homes on an as-needed basis. Probationers' homes are located throughout the County of Los Angeles. Current Probation facilities are listed in *Exhibit N*. Additional facilities may be added during the term of this contract.

Qualified sign language interpreters are those interpreters who are able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary. This includes but is not limited to, interpreters who hold the following certificates:

- 1.1.1.1 Certificate of Interpretation (CI) and Certificate of Transliteration (CT) from the Registry of Interpreters for the Deaf (RID), or
  - 1.1.1.2 Certified at Level 3 or above by the National Association of the Deaf (NAD).
- 1.1.2 CONTRACTOR may use qualified sign language interpreters who do not hold the above certifications but can demonstrate experience in interpreting effectively, accurately, and impartially for a minimum of five (5) years, subject to the approval of the Probation Department.
- 1.1.3 CONTRACTOR may be requested to provide qualified sign language interpreters with a NAD Level 5 Certification or one of the following RID Certificates: Specialist Certificate: Legal (SC:L), provisional SC:L, or Conditional Legal Interpreting Permit- Relay (CLIP-R), to interpret during (1) intake, (2) decisions to detain, (3) interviews that are the basis of reports and recommendations for disposition, (4) Disciplinary Hearings, (5) and other matters with legal content.
- 1.1.4 CONTRACTOR shall be expected to provide services during any activity conducted by Probation staff that involves interaction with the minors including, but not limited to:
- 1.1.4.1 Explanation of rules, regulations and expectations of the facility;
  - 1.1.4.2 Instruction issued to individuals and/or a group regarding movements, activities or behavior;

- 1.1.4.3 Counseling sessions (confidential individual and/or family meetings, which may involve discussion of the minors' legal issues);
  - 1.1.4.4 Medical, psychiatric or other health appointments
  - 1.1.4.5 Religious services;
  - 1.1.4.6 Any other area of facility experience (drills, searches, etc.) which will require the minor(s) to understand direction, correction or instruction, and require the minor(s) to respond to same;
  - 1.1.4.7 Riding in transit with minors to court and/or other required appointments;
  - 1.1.4.8 Home visits.
- 1.1.5 CONTRACTOR shall be expected to provide services during any activity conducted by Probation staff that involves interaction with deaf or hearing-impaired adult probationers including, but not limited to, investigation and supervision purposes at Probation Field Office locations and home visits.
- 1.1.6 CONTRACTOR shall be available to report to various locations throughout the COUNTY of Los Angeles including Juvenile Halls, Camps, Area Offices, and at Probationers' homes throughout the County of Los Angeles; and be available on a twenty-four hours per day basis, 7 days a week at the Juvenile Halls, Camps, and Field Area Offices. (*Refer to Exhibit N*)
- 1.1.7 CONTRACTOR may be required to provide twenty-four (24) hours of service on any given day.
- 1.1.8 CONTRACTOR shall be available to provide emergency services as needed as set forth in Section 2.3.
- 1.1.9 Some assignments may require the services of two or more interpreters for one assignment. CONTRACTOR shall bill for only one interpreter in instances where more than one interpreter is required for one assignment.
- 1.1.10 CONTRACTOR shall ensure that all interpreters providing services for the Probation Department comply with and meet the background requirements deemed necessary by the Probation Department (*Refer to Contract, Section 7.4*).

## **2.0 SPECIFIC TASKS**

- 2.1 CONTRACTOR shall provide COUNTY with a procedural guide that thoroughly describes the steps for COUNTY to make a service request. Any changes to procedure will be made in writing to COUNTY.
- 2.2 CONTRACTOR shall provide the As-Needed Sign Language Interpreter services in ASL to COUNTY in accordance with the specifications, terms, and conditions set forth in Section 1.1 above, Scope of Work.

- 2.3 CONTRACTOR shall provide Sign Language Interpreter services at Juvenile Halls, Camps, and Field Area Offices, and Probationers' homes upon request of the Probation Department on weekdays, weeknights, weekend days, and weekend nights, including holidays:
- 2.3.1 Weekdays shall be defined as:
- Monday through Friday 6:00 a.m. to 8:30 p.m., daily
- 2.3.2 Weeknights shall be defined as:
- Monday through Friday 8:31 p.m. to 5:59 a.m., daily
- 2.3.3 Weekend days shall be defined as:
- Saturday and Sunday 6:00 a.m. to 8:30 p.m., daily
- 2.3.4 Weekend nights shall be defined as:
- Saturday and Sunday 8:31 p.m. to 5:59 a.m., daily
- 2.3.5 Holidays shall be defined as COUNTY recognized holidays as set forth in Statement of Work, Section 8.
- 2.4 CONTRACTOR, upon request, shall provide emergency services, within two (2) hours of notification, as appropriate. Emergency services may be provided up to a twenty-four (24) hour period. Emergency services are defined as requests made by COUNTY with less than twenty-four (24) hour advance notice.
- 2.5 CONTRACTOR shall provide non-emergency services for any request made with a minimum twenty-four (24) hour advance notification.
- 2.6 CONTRACTOR shall be required to provide to the best of their ability a qualified interpreter of the same gender as the deaf or hearing impaired minors during, but not limited to, activities stated in Section 1.1, Statement of Work, Subsections 1.1.1 through 1.1.5.
- 2.7 CONTRACTOR shall provide interpreters who shall keep all assignment-related information strictly confidential.
- 2.8 CONTRACTOR shall provide interpreters who shall render all messages faithfully and to the best of their ability, always convey the content and the spirit of the speaker using language that is most readily understood by the recipient of the message.
- 2.9 CONTRACTOR shall provide interpreters who shall not counsel, advise or interject personal opinions into the subject matter.

## 2.10 Notice of Delay

If CONTRACTOR becomes aware of any circumstances that reasonably may cause any significant delay by CONTRACTOR or COUNTY in the performance of their respective obligations hereunder, then CONTRACTOR shall promptly notify COUNTY'S Contract Manager verbally of such circumstance. Said notification shall be followed within five (5) working days, by a written report to COUNTY'S Contract Manager containing all facts then known to CONTRACTOR pertaining to the delay.

## 2.11 Self-Monitoring Reports

CONTRACTOR shall prepare monthly reports that indicate compliance with the Performance Work Statement and submit to COUNTY Quality Assurance Evaluator (QAE) and COUNTY Contract Manager by the 10<sup>th</sup> working day of the following month. Report format and content is subject to final COUNTY review and approval.

## 3.0 QUALITY CONTROL

The CONTRACTOR shall establish and maintain a Quality Control Plan to assure the requirements of the contract are met. The plan shall be submitted as part of the proposal. An updated copy must be provided to the Probation Contract Manager on the contract start date and as changes occur. The original plan and any future amendments shall include, but not be limited to the following:

- 3.1 An inspection system covering all the services and must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the CONTRACTORS and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract.
- 3.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the CONTRACTOR'S employees or any other unusual occurrence (i.e. power loss) which would result in the CONTRACTOR'S being unable to perform the contracted work.
- 3.5 The methods for assuring that confidentiality of juvenile and adult records are maintained.
- 3.6 The methods for maintaining security of records and prevention of loss or destruction of COUNTY and/or CONTRACTOR'S data.



#### **4.0 QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR'S deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR'S. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Exhibit M, "Performance Requirements Summary"*, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

##### **4.1 Performance Evaluation Meetings**

The Project Director or his alternate shall meet at least weekly with the COUNTY Contract Manager during the first three (3) months of the contract, if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the CONTRACTOR'S Project Director and the COUNTY'S Contract Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule.

4.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR'S who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR'S within twenty-four (24) hours.

##### **4.4 Monthly Self-Monitoring Reports**

CONTRACTOR shall produce at the end of each month informational reports that indicate the level and type of services rendered for the Probation Department. The CONTRACTOR will forward this report to the COUNTY'S Contract Manager by the 10th working day of the following month for which the services were rendered. Report format and content is subject to final COUNTY review and approval.

#### 4.5 Contract Discrepancy Report (Exhibit R)

Verbal notification of a Contract discrepancy will be made to the COUNTY Contract Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

The COUNTY Contract Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to the COUNTY Contract Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the COUNTY Contract Manager within ten (10) workdays.

#### 4.6 COUNTY Observations

In addition to departmental contracting staff, other COUNTY personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR'S performance.

### 5.0 DEFINITIONS

- 5.1 Acceptable Quality Level (AQL) – As used herein, the term "Acceptable Quality Level", shall mean a measure to express the leeway or variance from a standard before Probation can apply damages as specified in *Exhibit M, Performance Requirements Summary*. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that Probation recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S service.
- 5.2 Contract Discrepancy Report (CDR) - As used herein, the term "Contract Discrepancy Report", shall mean a report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR explaining the problem and outlining the remedial action being taken to resolve the problem.
- 5.3 CONTRACTOR Project Director - CONTRACTOR'S officer or employee responsible for overall management and coordination of contract services on CONTRACTOR'S behalf and act as the central point of contact with the Probation Department.
- 5.4 COUNTY Contract Manager - The Probation representative responsible for daily management of contract operation and overseeing monitoring activities.

- 5.5 Contract Start Date - The date the CONTRACTOR begins work (start of the basic contract period) in accordance with the terms of the contract.
- 5.6 Day(s) – As used herein, the term "day(s)" shall mean calendar days and not business or working days.
- 5.7 Emergency – As used herein, the term "Emergency", shall mean available for immediate service. Response to the need within two (2) hours of notification, as appropriate, for services to be provided up to a twenty-four (24) hour period. Requests made by COUNTY with less than twenty-four (24) hour advance notification.
- 5.8 Hours – As used herein, the term "hours", shall mean sequential sixty (60) minute time frames.
- 5.9 Juvenile Records - Personal and social history, including criminal information of juvenile offenders. The records include legal documents and other information, which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by the Probation Department.
- 5.10 Non-emergency – As used herein, the term "Non-emergency" shall mean available to provide service with a minimum twenty-four (24) hour advance notification.
- 5.11 Performance Requirements Summary (PRS) - As used herein, the term "Performance Requirements Summary" shall mean the statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to ensure contract performance standards are met by the CONTRACTOR.
- 5.12 Qualified Interpreter - As used herein, the term "Qualified Interpreter" shall mean an interpreter who is able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary. This includes, but is not limited to, interpreters who hold the "Certificate of Interpretation (CI)" or "Certificate of Transliteration (CT)" from the Registry of Interpreters for the Deaf (RID), or interpreters who are certified at Level 3 or higher by the National Association for the Deaf (NAD).
- 5.13 Quality Assurance Evaluator (QAE) - As used herein, the term "Quality Assurance Evaluator" shall mean the Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract..
- 5.14 Quality Control Program - As used herein, the term "Quality Control Program" shall mean all necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Performance Work Statement.

- 5.15 Subcontractor - As used herein, the term "Subcontractor" shall mean any person, entity, or organization to which the CONTRACTOR has delegated any of its obligations hereunder in accordance with the Contract, 8.4
- 5.16 User Complaint Report (UCR) - As used herein, the term "User Complaint Report" shall mean a report prepared by Probation personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR.

## **6.0 PERSONNEL**

### **6.1 Key COUNTY Personnel**

#### **6.1.1 COUNTY Contract Manager**

The Chief Probation Officer of the COUNTY of Los Angeles, or his designee, is designated COUNTY Contract Manager, who will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

6.1.2 The Contract Manager shall provide direction to CONTRACTOR in areas relating to policy, information, operations and procedural requirements.

6.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in the Standard Terms and Conditions.

6.1.4 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

### **6.2 Key CONTRACTOR Personnel**

#### **6.2.1 CONTRACTOR Project Director**

The CONTRACTOR shall provide its own full time officer or employee as Project Director. For this contract, the Project Director is Fredore Crews. The Project Director or an approved alternate shall be assigned locally and available for telephone contact 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding all COUNTY holidays. The Project Director shall provide overall management and coordination of the contract services on the CONTRACTOR'S behalf, and shall act as the central point of contact with Probation.

6.2.2 When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally qualified individual shall be designated to act for the Project Director.



- 6.2.3 The Project Director shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of this contract.
- 6.2.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 6.2.5 The Project Director must have at least two (2) years of demonstrated previous experience within the last five (5) years in the management and operation of sign language interpreter services or similar scope.
- 6.2.6 The Project Director and alternate must be able to read, write, speak and understand English.
- 6.2.7 COUNTY shall have the right to review the qualifications and approve the Project Director and any replacement recommended by CONTRACTOR.

### 6.3 Other CONTRACTOR Personnel

- 6.3.1 The CONTRACTOR shall be responsible for providing qualified staff to fulfill the contracted services. (COUNTY shall have the right to review and approve potential staff prior to assignment.)
- 6.3.2 All personnel must be able to read, write, spell, speak and understand English.
- 6.3.3 CONTRACTOR certifies that all persons employed to perform services under this contract will be treated equally without regard to race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California, *Exhibit C*.
- 6.3.4 The CONTRACTOR shall insure that by first day of employment, all persons with access to adult and/or juvenile records and arrest information have signed an acknowledgement that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). **CONTRACTOR shall retain original signed CORI form and forward a copy to Contract Manager within five (5) business days of start of employment.** (Refer to Exhibit Q.)
- 6.3.5 The CONTRACTOR shall give advance notice to COUNTY'S Contract Manager, in writing within ten (10) business days, of any change in CONTRACTOR personnel assigned to perform any work on this contract.
- 6.3.6 All persons working on this contract must sign an Employee Acknowledgement and Confidentiality Agreement and a CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement (Refer to Contract, Exhibits O and P). **CONTRACTOR shall retain original signed Acknowledgment of Employer Form and forward a copy to Contract Manager within five (5) business days of start of employment.**

#### 6.4 CONTRACTOR Employee Acceptability

The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for removing and replacing any employee within twenty-four (24) hours when requested to do so by the COUNTY Contract Manager.

#### 6.5 Conflict of Interest

See Standard Terms and Conditions.

#### 6.6 Employee Benefits and Acknowledgement of Employer

6.6.1 CONTRACTOR will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgement that each employee understands that they are an employee of CONTRACTOR and not an employee of Los Angeles COUNTY must be signed by each employee of CONTRACTOR employed by first day of employment (*Refer to Exhibits O and P*). The CONTRACTOR original acknowledgement and a copy must be filed within five (5) business days of employment with the COUNTY of Los Angeles, Probation Department, Contracts and Grants Management Division, 9150 East Imperial Highway A-66, Downey, CA 90242.

6.6.2 COUNTY shall not assume any liability for the payment of any salaries, wages, benefits or other compensation to, or on behalf of, any personnel provided by the CONTRACTOR.

#### 6.7 Employee Criminal Records, Notice and County Approval

CONTRACTOR shall be responsible for ongoing implementation and monitoring of subsections 6.7.1 through 6.7.7. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to COUNTY, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from COUNTY.

6.7.1 No personnel employed by CONTRACTOR for this program having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.

6.7.2 The COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on the contract under appropriate circumstances.

- 6.7.3 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual for this contract service.
- 6.7.4 No personnel employed by the CONTRACTOR for this project shall be on active probation or parole currently or within the last three (3) years.
- 6.7.5 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the Probation Department.
- 6.7.6 The CONTRACTOR shall submit the names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.
- 6.7.7 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employee; COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check, which is subject to change by the State.

#### 6.8 Gratuities

It is improper for any COUNTY Officer, employee, or agent to solicit consideration, in any form from a CONTRACTOR with the implication, suggestion, or statement that the CONTRACTOR'S provision of the consideration may secure more favorable treatment for the CONTRACTOR in the award of the contract or that the CONTRACTOR'S failure to provide such consideration may negatively affect the COUNTY'S consideration of the CONTRACTOR'S submission. A CONTRACTOR shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

A CONTRACTOR shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to the COUNTY Manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the CONTRACTOR'S submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.



## **6.9 Consideration of Hiring COUNTY Employees Targeted for Layoffs**

Should CONTRACTOR'S require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR'S shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this contract.

## **7.0 HOURS OF OPERATION**

CONTRACTOR shall be available to report to various locations throughout the COUNTY of Los Angeles on a daily twenty-four (24) hour continuous basis as set forth in Section 2.0, Sub-Section 2.3.

## **8.0 RECOGNIZED HOLIDAYS**

The CONTRACTOR will be required to provide service on COUNTY recognized holidays. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays for the 2007 calendar year and the succeeding years.

## **9.0 UNSCHEDULED WORK**

CONTRACTOR agrees that any work performed outside the scope of "Statement of Work" or the "Other CONTRACTOR Obligations" sections of this document, without the prior written approval of the COUNTY in accordance with the Contract, Section 8.4, "Change Notices and Amendments," shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

## **10.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of services used in the *Performance Requirements Summary (PRS) Exhibit M* are intended to be completely consistent with the Contract and the Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the Statement of Work. In any case of apparent inconsistency between services as stated in the Contract and the Statement of Work and this PRS, the meaning apparent in the Contract and the Statement of Work will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the Statement of Work, that apparent service will be null and void and place no requirement on CONTRACTOR.

A standard level of performance will be required of CONTRACTOR'S in the areas of sign language services. *Exhibit M* summarizes the required services, performance standards, maximum allowable deviation from the standards, monitoring methods to be used by the COUNTY, and monetary damages to be imposed for unacceptable performance.



COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Exhibit M*, or other such procedures as may be necessary to ascertain CONTRACTOR'S compliance with this contract. Failure of the CONTRACTOR'S to achieve this standard can result in a deduction from CONTRACTOR'S monthly payment as determined by COUNTY.

When the CONTRACTOR'S performance does not conform with the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

- Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

This section does not preclude the COUNTY'S right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

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## ***EXHIBITS***

**B - L**

## PRICING SCHEDULE

(State amounts in dollars per hour)

Interpreters	Weekday	Weeknight	Weekend Day	Weekend Night	Holiday	Emergency
Certified	\$65.00	\$65.00	\$65.00	\$75.00	\$80.00	\$80.00
Legal Certified	\$75.00	\$80.00	\$80.00	\$90.00	\$90.00	\$90.00

The CONTRACTOR shall be paid for services rendered at hourly rates listed above. Payment shall be made in accordance with the hours of service rendered, exclusive of travel time to destination where service is to be performed. Contractor shall be compensated at the above hourly rates for a minimum of two (2) hours service per call for the first two (2) hours of service or any portion thereof. Should the service exceed two (2) hours, increments of time less than one (1) full hour shall be compensated as follows:

1 – 15 minutes --- 1/4 hourly rate

16 – 30 minutes --- 1/2 hourly rate

31 – 45 minutes --- 3/4 hourly rate

46 – 60 --- full hourly rate

~~REQUIRED FORMS~~ EXHIBIT 13

## SAMPLE BUDGET SHEET FOR SIGN LANGUAGE SERVICES

**DIRECT COST** (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification		\$ 30.60	\$
Employee Classification		\$	\$
Employee Classification		\$	\$
Others (Please continue to list)			

Total Salaries and Wages \$26,250  
 Sub-Contract Pay

\*FTE = Full Time Equivalent Positions

Proprietor	No. of Employees	Monthly Cost per FTE
Employee Benefits		\$ 735
Medical Insurance		\$
Dental Insurance		\$
Life Insurance		\$
Other (list)		\$

Total Benefits \$ 735

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

	\$
	\$
	\$
	\$

Total Payroll Taxes \$ 7,350

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

Insurance Requirements	\$ 1,575
	\$
	\$
	\$
Vehicles	\$ 437
Supplies	\$
Services	\$ 61
Office Equipment	\$ 160
Telephone/Utilities	\$
Other (please continue to list)	\$

Total Insurance/Misc. S & S \$ 2,233

TOTAL DIRECT COSTS \$36,568.00

**INDIRECT COST** (List all appropriate)

General Accounting/Bookkeeping	\$
Management Overhead (Specify)	\$
Other (Specify)	\$

TOTAL INDIRECT COSTS \$ 0

TOTAL DIRECT AND INDIRECT COST

\$36,568.00

PROFIT (Please enter percentage: 15 %)

\$ 5,485.20

TOTAL MONTHLY COSTS

\$42,053.20



~~REQUIRED FORMS - EXHIBIT 8~~  
**PROPOSER'S EEO CERTIFICATION**

Crews and Company Interpreting

Company Name

PO BOX 1491 NORWALK, CA 90651

Address

441-44-6543

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CERTIFICATION**

**YES**

**NO**

1. Proposer has written policy statement prohibiting discrimination in all phases of employment.
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.

(X) ( )

(X) ( )

(X) ( )

(X) ( )

Signature

Fredore D. Crews Owner

Date

Name and Title of Signer (please print)

EEO CERTIFICATION

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY CONTRACT MANAGER:**

Name: Yolanda Young  
Title: Director of Contracts and Grants Management Division  
Address: 9150 E. Imperial Hwy, A-66  
Downey, CA 90242  
Telephone: (562) 940-2728  
Facsimile: (562) 803-6585  
E-Mail Address: Yolanda.Young@laprob.org

**COUNTY PROGRAM MANAGER:**

Name: Larry Rubin  
Title: Detention Services Bureau Consultant  
Address: 9150 E. Imperial Hwy  
Downey, CA 90242  
Telephone: (562) 940-2523  
Facsimile: ()  
E-Mail Address: Larry.Rubin@laprob.org

**COUNTY CONTRACT MONITOR:**

Name: Jennifer Donnell  
Title: Contract Monitor Supervisor  
Address: 11701 Alameda Street, Suite 3220  
Lynwood, CA 90262  
Telephone: (323) 357-5549  
Facsimile: \_\_\_\_\_  
E-Mail Address: Jennifer.Donnell@laprob.org

**COUNTY CONTRACT ANALYST:**

Name: Juanita Guerrero  
Title: Contract Analyst  
Address: 9150 E. Imperial Hwy, B-62  
Downey, CA 90242  
Telephone: (562) 940-2675  
Facsimile: (562) 803-6585  
E-Mail Address: Juanita.Guerrero@laprob.org

**CONTRACTOR'S ADMINISTRATION**  
**CREWS AND COMPANY INTERPRETING SERVICES.**

CONTRACTOR'S NAME

CONTRACT NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Fredore D. Crews  
Title: Owner  
Address: 14626 S. Pioneer Blvd  
Norwalk, CA 90650  
Telephone: (562) 965-0725  
Facsimile: (562) 278-9030  
E-Mail Address: [fredore@crewsandcompany.com](mailto:fredore@crewsandcompany.com)

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Fredore D. Crews  
Title: Owner  
Address: 14626 S. Pioneer Blvd  
Norwalk, CA 90650  
Telephone: (562) 965-0725  
Facsimile: (562) 278-9030  
E-Mail Address: [fredore@crewsandcompany.com](mailto:fredore@crewsandcompany.com)

Notices to Contractor shall be sent to the following address:

Name: Fredore D. Crews  
Title: Owner  
Address: 14626 S. Pioneer Blvd  
Norwalk, CA 90650  
Telephone: (562) 965-0725  
Facsimile: (562) 278-9030  
E-Mail Address: [fredore@crewsandcompany.com](mailto:fredore@crewsandcompany.com)

# EXHIBIT F

## REQUIRED FORMS



**REQUIRED FORMS****TABLE OF CONTENTS**

FORM 1	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS
FORM 2	CERT. OF NO CONFLICT OF INTEREST LA CO. CODE 2.180.010
FORM 3	FAMILIARTY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
FORM 4	LA COUNTY COMMUNITY BUSINESS ENTERPRISE PROGRAM – REQUEST
FORM 5	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
FORM 6	CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM – CERTIFICATION FORM & APPLICATION FOR EXCEPTION
FORM 7	ACKNOWLEDGEMENT & STATEMENT OF COMPLIANCE LABOR/PAYROLL/DEBARMENT HISTORY

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

PHONE NUMBER

FREDORE D. CREWS

562-965-0725

**NOTE:** Persons signing on behalf of the CONTRACTOR will be required to warrant that they are authorized to bind the CONTRACTOR.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

## QUESTIONS

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

### Crews and Company Interpreting

Name of Firm

Fredore D. Crews

Owner

Print Name of Signer

Title

August 20, 2006

Signature \_\_\_\_\_

Date \_\_\_\_\_

**~~REQUIRED FORMS - EXHIBIT 5~~**  
**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

***CONTRACTS PROHIBITED***

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Fredore D. Crews

\_\_\_\_\_  
 Proposer Name

Owner

\_\_\_\_\_  
 Proposer Official Title

\_\_\_\_\_  
 Official's Signature

● Cert. of No Conflict of Interest

## FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

8.23.06

LOBBYIST CERTIFICATION



## County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:FIRM NAME: CREWS & COMPANY INTERPRETING

☐ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☒ I AM ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : ID# 06281501

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☒ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise  
☐ Other (Please Specify) \_\_\_\_\_

Total Number of Employees (including owners): \_\_\_\_\_

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:  
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Fredore D. Crews		Owner	Aug 23, 2006

~~REQUIRED FORMS~~ **EXHIBIT 9****ATTESTATION OF WILLINGNESS TO CONSIDER  
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

       YES (subject to verification by County)

  X   NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

  X   YES        NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

  X   YES        NO        N/A (Program not available)

Proposer Organization: Crews and Company Interpreting

Signature: 

Print Name: Fredore D. Crews

Title: Owner Date: August 20, 2006

Tel.#: 562-965-0725 Fax #: 562-278-9030



**REQUIRED FORMS—EXHIBIT 10****COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

<b>Company Name:</b>	<b>Crews &amp; Company Interpreting</b>		
<b>Company Address:</b>	PO BOX 1491		
<b>City:</b>	Norwalk	<b>State:</b>	CA <b>Zip Code:</b> 90651
<b>Telephone Number:</b>	562-965-0725		
<b>Solicitation For</b>	<b>Services:</b>		

*If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.*

**Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.


- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

**Part II: Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

<b>Print Name:</b>	Fredore D. Crews	<b>Title:</b>	Owner
<b>Signature:</b>		<b>Date:</b>	8.24.06

~~REQUIRED FORMS—EXHIBIT 14~~

LIVING WAGE PROGRAM  
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE  
LABOR/PAYROLL/DEBARMENT HISTORY

**DEDBARMENT**

There has been never been any debarment with Crews & Company Interpreting in the last ten (10) years.

Crews & Company Interpreting

Fredore D. Crews

Owner

Signature



Date

8.24.06



### **2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

### **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
  - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

#### **2.203.070. Exceptions.**

- A. **Other Laws.** This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. **Collective Bargaining Agreements.** This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. **Small Business.** This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

#### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.



**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

---

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

---

***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Ana Soenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito  
Wonne Brathwaite Burke, Supervisora, Segundo Distrito  
Zev Yaroslavsky, Supervisor, Tercer Distrito  
Don Knabe, Supervisor, Cuarto Distrito  
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 26 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo qué otras opciones tiene.

---

***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***

**IRS NOTICE 1015**  
 (Obtain latest version from IRS website -  
<http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf>)



**Department of the Treasury**  
**Internal Revenue Service**

**Notice 1015**

(Rev. December 2005)

**Have You Told Your Employees About the  
 Earned Income Credit (EIC)?**

**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2005 are less than \$37,253 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

**How Will My Employees Know If They Can  
 Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 Instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

**How Do My Employees Get Advance EIC  
 Payments?**

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2005)  
 Gen. No. 200506

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

**Vendor Name:** ADVANCED BUILDING MAINTENANCE

**Alias:**

**Debarment Start Date:** 6/14/2005 **Debarment End Date:** 6/13/2008

**Principal Owners and/or Affiliates:** Michael Sullivan Erlinda Sullivan

**Vendor Name:** LA INTERNET CORPORATION

**Alias:** 2X, Inc. a.k.a. LA Internet, Inc., 2X Access, Internet Business International; (Referred to collectively as "LA Internet")

**Debarment Start Date:** 9/9/2003 **Debarment End Date:** 9/8/2006

**Principal Owners and/or Affiliates:** Albert Reda  
Ken Reda  
Louis Cherry

**Vendor Name:** MTS Advanced Corp.

**Alias:**

**Debarment Start Date:** 2/8/2005 **Debarment End Date:** 2/7/2008

**Principal Owners and/or Affiliates:** Emir Khan / Zulaine Hernandez



**CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"  
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF  
1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

**1.0 DEFINITIONS**

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

## **2.0 OBLIGATIONS OF BUSINESS ASSOCIATE**

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
  - (b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles  
Kenneth Hahn Hall of Administration  
500 West Temple St.  
Suite 410  
Los Angeles, CA 90012  
(213) 974-2164

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **3.0 OBLIGATION OF COVERED ENTITY**

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.



#### 4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

#### 4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### 5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

Title 2 ADMINISTRATION  
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY  
AND CONTRACTOR DEBARMENT ORDINANCE

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**2.202.010 Findings and declarations.**

The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller.

**2.202.020 Definitions.**

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body and any joint powers authorities that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

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**2.202.030 Determination of contractor non-responsibility.**

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

D. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in determining whether a contractor should be deemed non-responsible.

**2.202.040 Debarment of Contractors.**

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the county, any other



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public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

D. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the county in making a debarment decision. The county shall have the right, in its discretion, to determine the period of time that the contractor may be debarred, which period may not exceed three years. In addition, upon a debarment finding by the board of supervisors, the county may, in its discretion, terminate any or all existing contracts the contractor may have with the county. In the event that any existing contract is terminated by the county, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

#### **2.202.050 Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

#### **2.202.060 Severability.**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE/ PERFORMANCE STATEMENT	STANDARD	MAXIMUM ALLOWED DEVIATION (AQL)	TYPICAL METHOD OF SURVEILLANCE	MONETARY DAMAGES FROM CONTRACTOR FOR EXCEEDING AQL MAY BE UP TO:
Overall compliance with Scope of Work, Part A, 1.0	Record of investigation of CONTRACTOR to ensure compliance.	4%	User Complaints Random Inspections Random Samplings Information from CONTRACTOR Reports	\$100 per day until rectified
Overall compliance with Specific Tasks, Part A, 2.0	Record of investigation of CONTRACTOR to insure compliance	4%	User Complaints Random Inspections Random Samplings Information from CONTRACTOR Reports	\$100 per day until rectified
Employees benefits, Part A, 3.6.1	Adhere to COUNTY requirements	0%	Random Inspections Random Samplings	Up to \$100 per employee per occurrence
None of CONTRACTOR's employees shall have a criminal conviction or pending criminal trial unless record has been fully disclosed, Part A, 3.7.1	Adhere to COUNTY requirements	0%	Random Inspections Random Samplings	Up to \$100 per employee per occurrence
Fingerprint CONTRACTOR's current employees and prospective employees prior to employment, Part A, 3.7.6	Adhere to COUNTY requirements	0%	Random Inspections Random Samplings	Up to \$100 per employee per occurrence
CONTRACTOR shall reimburse COUNTY for record check, Part A, 3.7.7	Adhere to COUNTY requirements	0%	Random Inspections Random Samplings	Up to \$100 per employee per occurrence
Quality Control Plan, Part A, 5.0	Adhere to COUNTY requirements	0%	Random Inspections Random Samplings	Up to \$100 per occurrence
CONTRACTOR in compliance with Standard Terms and Conditions, Attachment A, 1.0-42.0	Adhere to County requirements	0%	Random Inspections Random Samplings	Up to \$50 per occurrence

## CURRENT LIST OF FACILITIES

FACILITIES	ADDRESS	CITY	ZIP
Affirmative Action Contract Compliance Program	9150 E. Imperial Hwy.	Downey	90242
Antelope Valley GAPP Unit	45000 N. 80th Street	Lancaster	93536
Antelope Valley Juvenile Probation Office	321 E. Avenue K-4	Lancaster	93534
Barry J. Nidorf Juvenile Hall	16350 Filbert Street	Sylmar	91342
C.M.Y.C. – Camps Onizuka/Jarvis	5300 West Avenue I	Lancaster	93536
C.M.Y.C. – East/Camps Scobee/Smith	5300 West Avenue I	Lancaster	93536
C.M.Y.C. – Special Services/SHU	5300 West Avenue I	Lancaster	93536
C.M.Y.C. – Support Services	5300 West Avenue I	Lancaster	93536
C.M.Y.C. – West/Camps/ McNair/Resnick	5300 West Avenue I	Lancaster	93536
Camp Afferbaugh	6831 N. Stephens Ranch Road	La Verne	91342
Camp Gonzales	1301 N. Las Virgenes Road	Calabasas	91302
Camp Headquarters	12653 N. Little Tujunga Canyon Road	San Fernando	91342
Camp Holton	12653 N. Little Tujunga Canyon Road	San Fernando	91342
Camp Kilpatrick	427 S. Encinal Canyon Road	Malibu	90265
Camp Mendenhall	42230 North Lake Hughes Road	Lake Hughes	93532
Camp Miller	433 S. Encinal Canyon Road	Malibu	90265
Camp Munz	42220 North Lake Hughes Road	Lake Hughes	93532
Camp Paige	6601 N. Stephens Ranch Road	La Verne	91750
Camp Rokey	1900 N. Sycamore Canyon Road	San Dimas	91773
Camp Routh	12500 Big Tujunga Canyon Road	Tujunga	91042
Camp Scott	28700 N. Bouquet Canyon Road	Saugus	91350
Camp Scudder	28750 N. Bouquet Canyon Road	Saugus	91350
Centinela Area Office	1330 West Imperial Highway	Los Angeles	90044
Central Adult Investigation	320 West Temple St., Rm. 180	Los Angeles	90012
Central Juvenile Hall	1605 Eastlake Ave.	Los Angeles	90033
Central Placement	1605 Eastlake Ave.	Los Angeles	90033
Community Relations Office	9150 E. Imperial Hwy.	Downey	90242
Crenshaw Area Office	3606 West Exposition Blvd.	Los Angeles	90016
Dorothy Kirby Center	1500 South McDonnell Avenue	Los Angeles	90022
Downey Municipal Courts – PTS	7500 Imperial Hwy., Rm. 112	Downey	90242
East L.A. Area Office	144 South Fetterly Ave.	Los Angeles	90022
East San Fernando Juvenile Sub-Office	10850 Riverside Drive	North Hollywood	91602
East San Fernando Valley Area Office	14414 Delano Street	Van Nuys	91401
El Monte Court – PTS	11274 E. Valley Blvd., Rm. 1038	El Monte	91731
Facilities Operations	4549 Telegraph Rd.	Los Angeles	90022
Firestone Area Office	6526 South Grape Street	Los Angeles	90001
GAPP/ School Crime	3606 W. Exposition Blvd.	Los Angeles	90016
Harbor Area Office	3221 Torrance Blvd.	Torrance	90503
Intake & Detention Control	1601 Eastlake Ave.	Los Angeles	90033
Juvenile Services Bureau	9150 East Imperial Hwy.	Downey	90242
Kenyon Juvenile Justice Center	7625 South Central Avenue	Los Angeles	90001
Long Beach Area Office	415 West Ocean Blvd.	Long Beach	90802
Los Padrinos Juvenile Hall	7265 Quill Drive	Downey	90242
Lynwood Regional Justice Center	11701 S. Alameda St.	Lynwood	90260
Northeast Juvenile Justice Center	1601 Eastlake Ave.	Los Angeles	90033
Pomona Area Office	1660 West Mission Blvd.	Pomona	91766

Pretrial Services-Lancaster	1010 W. Avenue I	Lancaster	93534
Pretrial Services-Bellflower	10025 Flower St., Div 1 Int. Rm.	Bellflower	90706
Pretrial Services-Rio Hondo	11234 Valley Blvd., Rm. 103	El Monte	91731
Pretrial Services-Airport	11701 South La Cienega Blvd., Rm. 318	Los Angeles	90045
Pretrial Services-Citrus	1427 W. Covina Pkwy., Rm. 116	West Covina	91790
Pretrial Services-Van Nuys (Crim)	14400 Erwin Street Mall, Rm. 334	Van Nuys	91401
Pretrial Services-Alhambra	150 W. Commonwealth Ave., Rm. 106	Alhambra	91801
Pretrial Services-West Los Angeles	1633 Purdue Ave., Rm. 203	West Los Angeles	90026
Pretrial Services-Metro	1945 S. Hill Street, 6th Floor, Rm. 612-A	Los Angeles	90007
Pretrial Services-Pasadena	200 North Garfield Avenue, Rm. 203	Pasadena	91101
Pretrial Services-Compton	200 W. Compton Blvd., Rm. 301	Compton	90220
Pretrial Services-Alhambra	200 West Woodward Avenue	Alhambra	91801
Pretrial Services-CJC	210 West Temple Street, 12-313	Los Angeles	90012
Pretrial Services-CJC	210 West Temple Street, 5-516	Los Angeles	90012
Pretrial Services-East Los Angeles	214 E. Fetterly Ave., Rm. 101L	Los Angeles	90022
Pretrial Services-Pasadena	300 E. Walnut St., Rm. 200	Pasadena	91101
Pretrial Services-Burbank	300 East Olive St., Room 013	Burbank	91502
Pretrial Services-Pomona	350 W. Mission Blvd., Rm. 215	Pomona	91766
Pretrial Services-Wilshire	3530 Wilshire Blvd., Ste. 501	Los Angeles	90010
Pretrial Services-Long Beach	415 West Ocean Blvd., Rm. 43-A	Long Beach	90802
Pretrial Services-Twin Towers	450 Baughet St.	Los Angeles	90012
Pretrial Services-Antelope Valley	42011 4 <sup>th</sup> St. W., Ste. 4300	Lancaster	93534
Pretrial Services-Baughet	433 Baughet Street	Los Angeles	90012
Pretrial Services-Glendale	600 E. Broadway, Rm. 120	Glendale	91205
Pretrial Services-Van Nuys (Civil)	6230 Sylmar Ave., Rm. 721	Van Nuys	91401
Pretrial Services-Whittier	7339 S. Painter Ave., Rm. 108	Whittier	90602
Pretrial Services-Downey	7500 E. Imperial Hwy., Rm. 112	Downey	90242
Pretrial Services-Torrance	825 Maple Street, Rm. 410	Torrance	90503
Pretrial Services-San Fernando	900 N. Third Street, Rm. 1029	San Fernando	91340
Pretrial Services-Beverly Hills	9355 Burton Way, Rm. 208	Beverly Hills	90210
Pretrial Services-Inglewood	One Regent Street, Rm. 605	Inglewood	90301
Probation Information Center	14540 Haynes St.	Van Nuys	91411
Rio Hondo Area Office	8240 South Broadway	Whittier	90602
Riverview Area Office	12310 Lower Azusa Road	Arcadia	91006
San Gabriel Valley Area Office	11234 East Valley Blvd., Ste. 302	El Monte	91731
Santa Monica Area Office	1725 Main Street	Santa Monica	90401
SOC/Mental Health/NCCD	7639 S. Painter Ave.	Whittier	90602
South Central Area Office	200 West Compton Blvd., Ste. 300	Compton	90220
Specialized Investigation Unit - ELA Area Office	144 S. Fetterly Avenue	Los Angeles	90022
Superintendent's Office	5300 West Avenue I	Lancaster	93536
Valencia Sub-Office	23759 Valencia Blvd.	Valencia	91355



**ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT****CONTRACT FOR SIGN LANGUAGE SERVICES*****CONTRACTOR EMPLOYEE***

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

\_\_\_\_\_  
 CONTRACTOR NAME

Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**  
**CONTRACT FOR SIGN LANGUAGE SERVICES**  
**NON-EMPLOYEE**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

\_\_\_\_\_  
 CONTRACTOR NAME

Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



## CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any \_\_\_\_\_ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature) \_\_\_\_\_

Name (Print) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Classification/Title

Date \_\_\_\_\_

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment. *(All staff assigned/working under the contract must complete a CORI form. Keep original on file and forward a copy to Probation Contract Manager.)*

**CONTRACT DISCREPANCY REPORT****PART I: CONTRACT DISCREPANCY REPORT (CDR) - UNACCEPTABLE SERVICE**

COUNTY PROGRAM MANAGER SHALL COMPLETE AND FORWARD PART I TO CONTRACTOR WITH CDR/PART II ATTACHED.

Date of Unacceptable Service: \_\_\_\_\_

Review Period: \_\_\_\_\_

Description of Unacceptable Service:

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Has this type of unacceptable performance occurred before? ☐ Yes ☐ No

If Yes, When? \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT DISCREPANCY REPORT****PART II: CONTRACT DISCREPANCY REPORT (CDR) – CONTRACTOR'S RESPONSE**

CONTRACTOR SHALL COMPLETE PART II AND RETURN TO THE COUNTY PROGRAM  
MANAGER.

Date Received from County: \_\_\_\_\_

Explanation for Unacceptable Performance: \_\_\_\_\_

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Correction Action Taken:

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Plan to Prevent Recurrences:

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Signed \_\_\_\_\_

Date \_\_\_\_\_

Shela Cardenas  
14641 South Denker Avenue  
Gardena, CA 90247

Fred Crews and Co.  
P.O. Box 1491  
Norwalk, CA 90651

Lifesigns, Inc.  
2222 LaVerne Avenue  
Los Angeles, CA 90041

Bertha Litwin and Associates  
P.O. Box 5845  
Sherman Oaks, CA 91423

Bill Pugin  
Sign Language Co.  
14203 Califa Street  
Van Nuys, CA 91401

Accommodating Ideas, Inc.  
11650 Riverside Drive  
N. Hollywood, CA 91602

Terri Howell  
Service Center for Independent Living  
P.O. Box 1296  
Claremont, CA 91711

Dayle McIntosh Center  
150 West Cerritos, #4  
Anaheim, CA 92805

GLADD  
2222 Laverna Avenue  
Los Angeles, CA 90041  
Attn: Sheri Farinha Mutt

Bay Area Communication Access (BACA)  
973 Market St. Suite 280  
San Francisco, CA 94103

Deaf Services of Palo Alto  
P.O. Box 60651  
Palo Alto, CA 94301  
Attn: Janet Nystrom

Communiuque Interpreting Services  
856 4<sup>th</sup>. Street  
Santa Rosa, CA 95404  
Attn: Cris Eggers

Norcal Center on Deafness  
1820 Tribute Road Suite A  
Sacramento, CA 95815

Deaf Community Services of San Diego  
3930 4<sup>th</sup>. Avenue Suite 300  
San Diego, CA 92101



Hands on Sign Language Services  
P.O. Box 418  
Auburn, CA 95604  
Attn: Ronald E. Obray

Shasta College Disability Resource Center  
11555 Old Oregon Tr.  
P.O. Box 496006  
Redding, CA 96003

LINKS Sign Language Interpreting Services  
800 W. Pacific Coast Highway  
Long Beach, CA 90806  
Attn: Brian Stoddart

Interpreting and Consulting Services  
525 First Street  
Benicia, CA 94510  
Attn: Janessa Price

Network Interpreting Service  
Clifford Hanks  
1666 Garnet Avenue PMB 410  
San Diego, CA 92109

## DOING BUSINESS WITH US

County Home

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**L.A. county**  
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*To Enrich Lives Through Effective and Caring Services*
**Search for a  
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M N O P Q R  
S T U V W X  
Y Z All

**Search By**

Bid Title

**Sort By**

Bid Title

Award information has not been added at this time.

**Bid Information**
**Bid Number :** 6400603

**Bid Title :** Sign Language

**Bid Type :** Service

**Department :** Probation

**Commodity :** SIGN LANGUAGE SERVICES FOR THE HEARING IMPAIRED

**Open Date :** 7/21/2006

**Closing Date :** 8/25/2006 12:00 PM

**Notice of Intent to Award :** [View Detail](#)
**Bid Amount :** N/A

**Bid Download :** [Available](#)

**Bid Description :** The Los Angeles County Probation Department is requesting proposals to provide interpreter services at various Probation locations throughout the County, including Camps, and Field Area Offices. Interested and qualified contractors who have demonstrated experience in providing services of this type are invited to submit proposals. For Awarded Bids & Contracts for the County of Los Angeles web site: <http://camisvr.co.la.ca.us/lacobids> Internet available at County Libraries.

A Mandatory Proposer's Conference is scheduled for Tuesday, August 8, 2006 at Probation Headquarters Office, 9150 S. Imperial Hwy. (Classroom A) Downey, CA. RFP #6400603, which establishes guidelines, criteria, and procedures for proper reservations for the Mandatory Proposer's Conference, notify Juanita Guerrero at 562 940-2675, Monday, August 7, 2006. Deadline for submitting proposals is Friday, August 11, 2006.

**Amendment Date :** 7/25/2006 Please see attached. Appendices E through K not attached due to technical difficulty. Contact Guerrero at 562 940-2675 for additional information.

**Contact Name :** Juanita Guerrero

**Contact Phone# :** (562) 940-2675

**Contact Email :** [Juanita.Guerrero@laprob.org](mailto:Juanita.Guerrero@laprob.org)
**Last Changed On :** 7/20/2006 4:40:34 PM

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